

EXHIBIT A

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Location : Galveston County Images

CASE SUMMARY
CASE No. 12-CV-1284

Josh Belknap, et al vs. Bank of America Home Loans, et al

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§Case Type: **Contract - Debt - Commercial/Consumer**
Date Filed: **05/24/2012**
Location: **405th District Court**
Judicial Officer: **Mallia, Wayne****PARTY INFORMATION**

Defendant	Bank of America Home Loans c/o Registered Agent Stinson Foundation 303 West Wall Street Midland, TX 79701	Lead Attorneys Jeffrey R. Seewald <i>Retained</i> 7135201900(W) 7135201025(F) JSEEWALD@MCGLINCHEY.CX
Defendant	Recontrust Company, N.A. ,a subsidiary of Bank of America c/o Registered Agent, Stinson Foundation 303 West Wall Street Midland, TX 79701	Jeffrey R. Seewald <i>Retained</i> 7135201900(W) 7135201025(F) JSEEWALD@MCGLINCHEY.CX
Defendant	Wells Fargo Bank, N.A., as Trustee for the Certificate Holders Merrill Lynch Mor c/o Registered Agent Corporation Service Company 211 E. 7th Street, Suite 620 Austin, TX 78701-3218	Jeffrey R. Seewald <i>Retained</i> 7135201900(W) 7135201025(F) JSEEWALD@MCGLINCHEY.CX
Plaintiff	Belknap, Josh	Robert D Clements, Jr. <i>Retained</i> 281-331-1325(W) 281-331-8777(F)
Plaintiff	Belknap, Katherine Boland	Robert D Clements, Jr. <i>Retained</i> 281-331-1325(W) 281-331-8777(F)

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS	
05/24/2012	Original Petition - OCA
05/24/2012	Proposed Order (unsigned) <i>Temporary Restraining Order and Order setting Hearing</i>
05/24/2012	Information Sheet - for Case Filing
05/24/2012	Request for Service
05/24/2012	Request for Service
05/24/2012	Request for Service
05/24/2012	Court Coordinator's Case Notes <i>TRO SIGNED /S/FC/SE</i>
05/24/2012	Temporary Restraining Order (Judicial Officer: Judge, Visiting) <i>Judge, Frank Carmona.</i>
05/25/2012	Bond - Certificate of Cash in Lieu of
05/25/2012	Citation Issuance - Work Product <i>w/TRO; called atty's office for pick-up. sd</i>
05/25/2012	Temporary Restraining Order - Issued - OCA - Work Product <i>w/Cits.; called for pick-up sd</i>
05/25/2012	Precept Issued - Work Product <i>Issued 3 Precepts; called for pick-up sd</i>
06/05/2012	Hearing (3:00 PM) (Judicial Officer Mallia, Wayne) <i>temporary restraining order</i> Result: Held
06/06/2012	Order to Extend Temporary Restraining Order (Judicial Officer: Mallia, Wayne) <i>Until June 20, 2012; no request for service.</i>
06/22/2012	Original Answer <i>and</i>
06/22/2012	Special Exceptions <i>No request for Setting.</i>
06/22/2012	Proposed Order (unsigned) <i>granting Defts' Special Exceptions.</i>
08/23/2012	Status Conference (9:30 AM) (Judicial Officer Mallia, Wayne)

Unofficial Record

42

CAUSE NO. 12 CV 1284

2012 MAY 24 PM 1:50

JOSH BELKNAP and
KATHERINE BOLAND BELKNAP

Plaintiffs

VS.

BANK OF AMERICA HOME LOANS,
RECONTRUST COMPANY, N.A.,
a Subsidiary of Bank of America, and
WELLS FARGO BANK, N.A., as
Trustee for the Certificate Holders
Merrill Lynch Mortgage Investors Trust

Defendants.

IN THE DISTRICT COURT OF

DORYN DANNER GLENN

GALVESTON COUNTY, TEXAS

405th JUDICIAL DISTRICT**PLAINTIFFS' ORIGINAL PETITION
REQUEST FOR EQUITABLE RELIEF, REQUEST FOR TEMPORARY AND
PERMANENT INJUNCTIONS AND REQUEST FOR DISCLOSURE**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW Plaintiffs, Josh Belknap and Katherine Boland Belknap and file this Petition complaining of Defendants, Bank of America Home Loans, Recontrust Company, N.A., a Subsidiary of Bank of America and Wells Fargo Bank, N.A., as Trustee for the Certificate Holders Merrill Lynch Mortgage Investors Trust. For good causes of action against the Defendants, the Plaintiffs would respectfully show the Court as follows:

Discovery Control Plan

The Plaintiffs intend to conduct discovery pursuant to Level II of Texas Rule Civil Procedure 190 because Plaintiffs are seeking damages and equitable relief.

Parties

Plaintiffs, Josh Belknap and Katherine Boland Belknap are individuals who reside in Galveston County, Texas.

12 - CV - 1284
DCORPET
Original Petition - OCA
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Defendant, Bank of America is a lending institution doing business in Galveston, Texas and may be served with process by and through its registered agent. The registered agent for service is the Stinson Foundation, who may be served at 303 West Wall Street, Midland, Texas 79701. Plaintiffs request citation to issue.

Defendant, Recontrust Company, N.A., a Subsidiary of Bank of America is a banking institution doing business in Texas and may be served with process by and through its registered agent. The registered agent for service is the Stinson Foundation, who may be served at 303 West Wall Street, Midland, Texas 79701. Plaintiffs request citation to issue.

Defendant, Wells Fargo Bank, N.A., as Trustee for the Certificate Holders Merrill Lynch Mortgage Investors Trust is a lending institution doing business in Texas and may be served with process by and through its registered agent. The registered agent for service is Corporation Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218. Plaintiffs request citation to issue.

Nature of Action

This is a suit to enjoin and restrain a foreclosure sale posted under an unlawful declaration of default and acceleration of maturity of a promissory note. The Plaintiffs timely tender payments on the home loan. Defendant accepted payments, paid taxes and insurance out of the Plaintiffs' escrow fund and managed the account. In 2011, the Defendant filed a Notice of Foreclosure in Brazoria County, Texas despite the fact that the subject property is located in Galveston County, Texas. The facts of the defendants attempts and plaintiffs proff of her compliance with the terms of the underlying contract and deede of trust are set forth in the plaintiif Katherine Boland Belknap's affidavit attached.

Execution of Note and Deed of Trust

On December 3, 2004, the Plaintiffs purchased a certain tract of real property in Galveston County, Texas, from defendant, Bank of America Home Loans, predecessor mortgage Electronic Registration Systems, Inc. On that date, the Plaintiffs executed and delivered to Defendant, Bank of American Home Loans a promissory note. To secure payment of the note, and as a part of the transaction, the Plaintiffs executed a deed of trust dated December 3, 2004, naming Defendant, Recontrust Company, N.A. trustee for the benefit of defendant, Bank of America Home Loans. The deed of trust is recorded in the Mortgage Records of Galveston County, Texas. A true and correct copy of the Notice of substitute Trustee's Sale is attached as Exhibit J and incorporated by reference.

Imminent Harm

Plaintiffs were and are the owners of the property purchased from Defendant, Bank of America Home Loans and more particularly described as follows:

A 1.556 acre tract of land and being the west 250 feet of the east 450 feet of lot 6, in block 38, of Algoa suburbs addition, in Galveston County, Texas, according to the revised map thereof recorded in Volume 238, Page 1 of the map records and transferred to plat record 1, Map No. 1, 80th of the map records of Galveston County, Texas.

Although the property is encumbered by the deed of trust lien in favor of defendant Bank of America Home Loans, Plaintiffs are not in breach of any covenant or in default of any obligation owed to Defendant, Bank of America Home Loans. Nevertheless, Defendant, Recontrust Company, N.A., as trustee, acting on instructions from Defendant, Wells Fargo Bank, N.A., as Trustee for the Certificate Holders of Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-HE1, has given notice that the property is to be sold by the trustee pursuant to the powers contained in the deed of trust. The public sale by the trustee

has been set for a time between 10:00 a.m. and 4:00 p.m. on June 5, 2012 at the courthouse door in Galveston, Galveston County, Texas.

Probable Right to Relief

Plaintiffs and Defendant, Bank of America Home Loans entered into a loan modification trial period plan on July 1, 2011. The Plaintiffs were required and made payments on July 1, 2011, August 1, 2011 and September 1, 2011 all in the monthly amounts of \$947.08. The Plaintiffs have continued to make payments via telephone transfer, cashier check and wire-transfer. These different methods of payment were demanded by the Defendant, Bank of America Home Loans.

Specifically, the Plaintiffs aver that on foregoing payments of \$947.08 were made to and accepted by Defendant Bank of American Home Loans the owner and holder of the note secured by the deed of trust. Subsequently, on or about Defendant Bank of America Home Loans notified the Plaintiffs that he installment was late and that the maturity of the note was being accelerated so that the entire balance must be paid within 10 days or the property would be posted for foreclosure. At the time of the attempted acceleration, the Plaintiffs were not delinquent in the payment of any sums due Defendant Bank of America Home Loans. The Plaintiffs will further show that the Plaintiffs were not given notice of the intent to accelerate the note and were not given an opportunity to cure any default, if one did exist.

Probably Irreparable Harm

Despite the Plaintiffs' protestations to Defendant, Bank of American Home Loans that there was no breach of covenant or default in the Plaintiffs' obligations sufficient to justify foreclosure, the Defendant threatens to and, unless restrained, will sell or cause the plaintiffs' property to be sold. The Plaintiffs will suffer irreparable injury unless the foreclosure sale is

restrained and enjoined. The foreclosure sale will deprive the Plaintiffs of the use and enjoyment of the property, and will cause them to lose the only place they have to live. Additionally, the Plaintiffs will lose the right to sell or mortgage the property at some future date and will not obtain full benefit of the appreciated value.

Inadequate Remedy at Law

The Plaintiffs will show that there is no remedy at law that is clear and adequate to protect the Plaintiffs' property interest against this wrongful foreclosure by the Defendant. The Plaintiffs request injunctive relief so that justice may be done, not merely for delay. The Plaintiffs have performed all conditions precedent and is ready, willing and able to perform each and every obligation imposed by the note and deed of trust and to perform any equitable acts as the court deems necessary.

WHEREFORE, the Plaintiffs request that:

1. A temporary restraining order be issued without notice to the Defendant, restraining the Defendant, their agents, servants, and employees, from directly or indirectly selling or attempting to sell the trust property on June 5, 2012, the first Tuesday of the month under the power of sale contained in the deed of trust, and any such Tuesday after.

2 The Defendant be cited to appear and show cause, and that on hearing, a temporary injunction be issued enjoining Defendants, their agents, servants, and employees, from directly or indirectly selling or attempting to sell the trust property under the power of sale contained in the deed of trust so long as the Plaintiffs make the agreed payments and otherwise complies with its obligations to Defendant Bank of American Home Loans, or on other conditions as the Court deems equitable.

3. The Court declare that as of May 1, 2012 no default exists in the Plaintiffs' obligations to Defendant Bank of American Home Loans arising out of the note and deed of trust described in this petition.

4. The Plaintiffs recover costs of suit.

5. The Plaintiffs be awarded other and further relief to which the Plaintiffs may be justly entitled.

Jury Demand

Plaintiffs demand a jury trial and tender the appropriate fee with this petition.

Conditions Precedent

All conditions precedent to Plaintiffs' claim for relief has been performed or has occurred.

Request for Disclosure

Under Texas Rule of Civil Procedure 194, Plaintiffs request that Defendant disclose, within 50 days of the service of this request, the information or material described in Rule 194.2.

Attorney's Fees

The Plaintiffs incorporate by reference and re-allege each of the foregoing paragraphs as if the same had been set forth herein verbatim.

As a result of the Defendant's conduct, the Plaintiffs have been forced to hire the undersigned attorney to represent them. The Plaintiffs are entitled to an award of their attorney's fees.

Prayer

WHEREFORE, the Plaintiffs pray that the Defendant be cited to appear and on final trial of this matter, the Plaintiffs have and recover judgment for:

- a. Damages in an amount greatly exceeding the minimum jurisdictional limits of this Court;
- b. Declaratory relief ordering the Defendant to cease and desist from disposing of insurance funds.
- c. Exemplary Damages;
- d. Attorney's fees;
- e. Expenses incurred in pursuing a shareholder derivative action;
- f. Pre-judgment and post-judgment interest;
- g. Costs of Court; and
- h. Such other and further relief, both general and special, at law or in equity, to which the Plaintiffs may be justly entitled to receive.

Plaintiffs pray for general relief.

Respectfully submitted,

LAW OFFICE OF ROBERT D. CLEMENT, JR. & ASSOC.

ROBERT D. CLEMENTS, JR.

State Bar No. 043696000

CHRIS R. LAY

State Bar No. 24026114

MELISSA KRAMPOTA

State Bar No. 24070081

PATRICK "PAT" HUZINEC

State Bar No. 10363850

1600 E. Highway 6, Suite 318

Alvin, Texas 77511

Telephone: (281) 331-1325

Facsimile: (281) 331-8777

Attorneys for Plaintiffs

CAUSE NO. _____

**JOSH BELKNAP and
KATHERINE BOLAND BELKNAP**

Plaintiffs

VS.

**BANK OF AMERICA HOME LOANS,
RECONTRUST COMPANY, N.A.,
a Subsidiary of Bank of America, and
WELLS FARGO BANK, N.A., as
Trustee for the Certificate Holders
Merrill Lynch Mortgage Investors Trust**

Defendants.

IN THE DISTRICT COURT OF

GALVESTON COUNTY, TEXAS

_____ JUDICIAL DISTRICT

AFFIDAVIT OF KATHERINE BOLAND BELKNAP

STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, appeared KATIE BELKNAP, who after being by me duly sworn, stated the following under oath.

"My name is KATIE BOLAND BELKNAP. I am competent to make this affidavit, I am of sound mind and am over the age of (18) eighteen. The statements of fact set forth herein are true and correct and based upon my personal knowledge, the documents attached are my person business records kept by me in the regular course of maintaining timely payments and ongoing business regarding the mortgage on my home which was purchased December 3, 2004, since the purchase the records are kept in my ordinary course of my family's record and book keeping with knowledge of the act, event, condition, or opinion that was recorded to make this record or to transmit the

information to be included in this record. The record was made at or near the time or reasonably soon after the act, event, condition, or opinion that was recorded, the following is also within my personal knowledge.

On or about April 1, 2010 I contacted Bank of America regarding my swing rate loan. My goal was to secure a fixed rate on my loan. Upon contacting them they advised me that I could qualify for Making Home Affordable Program. On April 16, 2010 the Bank sent me a Home Modification Package attached as Exhibit "A". I completed this package and mailed the Home Modification Loan back to Bank of America via a prepaid envelope provided by Bank of America. On June 9, 2010 I received a letter from Bank of America Attached as Exhibit "B". It appeared from this letter that Bank of America was asking for my Home Owner Association monthly dues. I contacted Bank of America on June 10, 2010 at phone number 1-877-201-3524 and with the Home Retention Division. I advised the Loan Officer that I resided in the suburbs and Home Owners Association dues were not applicable in my case. I was advised to fax over this information. I complied with Bank of America and submitted the following fax:

Loan #228133762

Dear BAC Home Loans,

June 10, 2010

I have sent all the documents to you. We do not have a Homeowners/Condominium Association. Please call 832-875-3327 if you have any questions.

Thanks.

Katherine Belknap

For the next 10 months I called Bank of America at phone number 1-877-201-3524 because I was concerned about making my regular house note. I was told each time that my loan was in review and I did not have to make my regular house payment while I was in review and that a Bank of America would get back with me.

On March 21, 2011 I received a letter from Bank of America attached as Exhibit "C". I contacted Bank of America at phone number 1-888-325-5399 at approximately 12:05 p.m. and spoke with a representative known as Sandy. Sandy stated that I was going to receive a second review and it would be processed by Bank of America Victoria Zon at phone number 1-877-345-6431 Ext. 57151.

On March 29, 2011 I called Bank of America at phone number 1-800-846-2222 and spoke with Bank of America representative Tameria. Tameria advised that Bank of

America has no updates regarding my loan and someone from the Bank would be contacting me.

On April 1, 2011 I called Bank of America at phone number 1-877-345-6431 and spoke with Bank of America representative Daniel. Daniel stated that he could not advise me regarding my loan because the Bank has my maiden name (Boland) in the system as opposed to married name (Belknap).

After receiving no positive results from Daniel I immediately called Bank of America back at phone number 1-877-345-6431 and spoke with Bank of America representative Chris. I advised Chris that I wanted something in writing regarding the loan and the bank's intentions regarding my loan. Chris stated that he could not provide me with anything in writing and that all he could say is that my loan was still in review. I asked Chris if I could speak with a supervisor. Chris referred me to Irene at phone number 1-877-327-9225.

I contacted Irene at phone number 1-877-327-9225 and received no answer.

On April 7, 2011 I called phone number 1-877-326-9225 and spoke with Bank of America representative Morane. Morane stated that she has no update regarding my loan due to it still being in review. I asked Morane if they would provide me with something in writing regarding my loan. Morane stated that she could not provide anything in writing. Morane stated she was reviewing notes attached to my loan and discovered that my home was to be foreclosed on, sale date 4/19/11. Morane stated this foreclosure could be postponed due to my loan being in review.

On May 1, 2011 and after speaking with Bank of America representative Morane and fearing my home was going to be foreclosed on I sought legal services via Patrick "Pat" Huzinec.

Upon Mr. Huzinec reviewing my case he stated that Bank of America/Recon Trust has filed the foreclosure in the wrong county. Mr. Huzinec completed the following actions:

(See billing invoice Exhibit C-1)

On May 24, 2011 I received the loan APPROVAL from Bank of America attached as Exhibit "D" (4 pages).

I complied with the terms of this agreement and paid my first trial note on June 24, 2011 for the month of July 2011 in the amount \$950.00 via check # 1904. I called this payment in via phone number 1-888-325-5357.

I complied with the terms of this agreement and paid my second trial note on August 1, 2011 for the amount of \$950.00 via check # 1910. I called this payment in via phone number 1-888-325-5357.

On this same date I asked the Bank of America representative when would I receive the loan paper work to complete the loan. I was instructed to send my September trial payment and Bank of America would forward me the loan contract.

I complied with the terms of this agreement and paid my third trial note September 1, 2011 for the amount of \$950.00 via check # 1924. I called this payment in via phone to number 1-888-325-5357.

On October 12, 2011 I received the Rate change notice dated October 1, 2011 and the contract from Bank of America/Home Retention Division for the loan attached as Exhibit "E" (2 pages)

Upon reviewing the contract I discovered that the contract would be null and void if not signed and executed by October 11, 2011 see Exhibit "E" Page (1). The aforementioned documents clearly reflects that I did not receive this contract via Fed-Ex until October 12, 2011 Exhibit "E" Page (2) thus making this contract impossible to accept per the explicit instruction contained in the contract by Bank of America.

I called Bank of America, I believe the next day, October 13, 2011 and advised them that I had not received the contract until after the statute of limitation had expired, making the contract invalid. I requested a new document with a correct date. I was advised to keep making the payments and a Bank of America representative would contact me.

I complied with the request of Bank of America and made October 2011 payment to Bank of America.

I complied with the request of Bank of America and on September 4, 2011 I called Bank of America at 1-888-325-5357 and submitted a payment of \$960.00 to Bank of America for September 2011 payment. Once again I asked the representative from Bank of America about them sending me a contract with the correct date for me to initial. I was told that my account representative would be Troy Williams and to contact him at 1-888-325-5357.

I complied once again and called the aforementioned phone number. I spoke with Troy Williams and advised him that I was approved for the loan, I had received the loan contract however per direct order of the contract, the return date was past due making the contract invalid. Troy Williams stated he would check into the problem and return my call within 3 days.

On September 8, 2011 I called Bank of America at 1-888-325-5357 in an attempt to contact Troy Williams. I received only a voice mail stating he was in the office between the hours of 4:00 p.m. and 11:00 a.m. I left him a message to contact me.

After receiving only a voice mail, I called back and attempted to speak with any other advisor available. I was advised that I was only allowed to speak with Troy Williams due to him being my account advisor.

On September 9, 2011 I called Bank of America at 1-888-325-5357 and spoke with Troy Williams. Williams stated he would get back to me within 3 days. I asked Williams if he could provide me with something in writing and he stated he would make notes on my account, however there was nothing he could provide me in writing.

On September 17, 2011 I called Bank of America at 1-888-325-5357 and spoke with a representative who advised that Troy Williams was unavailable; however they would place a note in my account and have Williams call me.

On September 28, 2011 I called Bank of America at 1-888-5357 and entered my account number, after doing this the phone automatically forwards you to Troy Williams answering service. At 3:26 p.m. I left message for Williams to call me regarding my loan document.

On December 5, 2011 I attempted to make my house payment via online service. I discovered that my online payment access had been terminated. I called Bank of America again and entered my account number. I discovered upon entering my account number I was always automatically forwarded to Troy Williams answering service who has continuously failed to return my calls. I continued to call in an effort to make my house note and used zeros as opposed to my account number in an attempt to talk to a representative. After numerous attempts I finally reached a representative who accepted my house payment of \$960.00, verification # 2011120516192436P.

On December 17, 2011 I called Bank of America at 1-888-325-5357 and left a message with Williams who again failed to return my call.

On January 3, 2012 at 10:55 a.m. I called Bank of America at 1-888-235-5357 and was automatically forwarded to Williams again. Once again I left a message to Williams that I was trying to make my house note and determine what I needed to do in order to consummate the loan agreement. Once again I called back and had to go through all the automotive system before reaching an account representative. After reaching a Bank of America representative I submitted January payment for \$960.00, verification # 10120103085601533P.

On February 1, 2012 I called Bank of America at 1-888-325-5357 and spoke with Felisha. I requested tax statements in order to submit them to my CPA. Felisha stated that Bank of America does not have any records of my payments.

Felisha advised me to contact Troy Williams who is my account representative. I advised that I have made numerous attempts to contract Williams as well as left numerous messages, however he never returns my calls. I asked if I could speak to his supervisor in an attempt to consummate the loan transaction. Felisha advised that

Williams' supervisor was Zeefhals Zahid and could be contacted at 1-817-864-5122. Felisha stated she would e-mail both Williams and Zahid. I asked Felisha would she cc me the e-mail at which point she stated she could not provide me with e-mails, however she would make a note in my file.

Between February 1, 2012 and February 22, 2012 I made numerous calls to Bank of America in attempt to speak with Zahid, Williams or any Representative that would help me, however no one would accept my payments nor speak to me.

On February 22, 2012 I received the following check from Bank of America and the document explaining why Bank of America has returned my funds. Attached as Exhibit "F"

Upon receiving this check and letter I discovered that Bank of America was returning these funds because according to them they have not received additional funds to equal to the full amount due. However Bank of America never indicates what the full amount is.

On February 28, 2012 I once again have been forced to retain attorney Patrick Huzinec. He advised me not to cash this check because Bank of America has accepted my payments for the past 7 months. Huzinec stated he was going to submit a letter to Bank of America in attempt to ascertain the intentions of the Bank.

On March 12, 2012, I called Bank of America at 1-888-325-5357 and spoke with approximately 10 different account representatives in an attempt to make my house payments. These attempts are documented via personal recordings and are listed as follows:

1st recording: 2 minutes 15 seconds

2nd recording: 5 minutes 47 seconds

On the first recording I spoke with an unknown female representative who stated the only department who could accept my payment would be their collection department. I asked to be transferred to this department.

After being disconnected twice I was able to reach a representative who identified himself as Ivan. This conversation is captured via second recording. Ivan reviewed my file and stated that my account manager was Troy Williams. I advised Ivan that I was not trying to be rude; however I have called Williams numerous times, left numerous messages and received no positive results. Ivan stated that he would send Williams and e-mail.

I told Ivan I was just trying to keep my payments up until this contract was finalized. Ivan stated yes for me to keep making my payments and do whatever I had to do to keep them paid up.

Ivan accepted my payment of \$960.00 via phone \$960.00 via check # 1967 confirmation # 20120312073003007P. Ivan waived the \$20.00 fee for making the payment via phone.

On March 22, 2012 I received the following letter and check for \$ 324.84 from Bank of America: Attached as Exhibit "G" (2 pages).

I have no idea what this check is for nor do I understand what the letter is referring to.

On April 10, 2012 I contacted Bank of America at 1-888-325-5357 in an attempt to pay my house note. These conversations are documented via personal recordings:

- 1st recording: 17 minute conversation
- 2nd recording: 6 minutes 32 seconds
- 3rd recording: 1 minute 43 seconds

During the first recorded conversations an unknown male representative stated he would review my account and placed me on hold.

I was disconnected and called back a second time; this recorded conversation is recording #2 with Adam.

After several minutes on hold a Supervisor for Bank of America identified himself as Adam and asked how could he help me.

I advised Adam that I have an account Representative known as Troy Williams however he will never return my calls. I advised Adam that all I wanted to do was to make my house payment.

Adam stated the problem why no one will accept my payments is because of the warning code attached to my account. I asked Adam why is there a warning code on my account. Adam stated there is a warning code of foreclosure on my account and he assumes this is why I am trying to stay away from the foreclosure with these modifications payments.

Adam asked if normally when I make these payments do I make them with my account specialist. I advised Adam that I would never get in touch with my account specialist Troy Williams and he will not return my calls.

Adams advised that I have to send the payments via certified funds due to the warning code on my account. I advised Adam that I have never been instructed to send the funds certified nor was I advised of a warning code on my account.

I asked Adam if he was refusing to accept my payment. Adam stated he was not refusing to accept my payment but he just can't accept it. Adam advised me to go to Western Union and send the payments via certified funds and they could accept the payment that way.

Adam advised me that due to Bank policy he could not receive my payment via phone due to the warning code. Adam advised it could be made via certified funds. I advised Adam that I have never been instructed by Bank of America to do this. Adam stated I should have received a letter giving me proper instructions. I told Adam that I have never received any such instructions. Adam and I concluded this conversation by Adam advising me to go to a Western Union Branch and make my payments because this would be easier. Attached Western Union Receipt April 10, 2012 Exhibit "H"

On the third recording I called Troy Williams and only received a voice mail. I advised Williams that I was trying to make my house payment and had been advised via Adam that I was to submit my house payments via Western Union. I advised Williams that no one from Bank of America had previously instructed me to do this.

On this same date, April 10, 2012 at approximately 8:30 p.m., Williams called my cell phone. Williams stated he was returning my call regarding my Western Union payment. I told Williams that I had already submitted my payment see Exhibit "H". On May 1, 2012 after Bank of America received and accepted the \$ 960.00 the amount was returned see Exhibit "I".

I asked Williams why the Bank was returning funds to me. Williams stated the funds were returned due to over payments. Williams then stated he was waiting on me to send him the contract. I advised Williams that the contract was null and void per order of Bank of America because it had not been mailed to me before the expiration date. I advised Williams that I have been advising them of this since October 2011.

Williams then laughed and we became confrontational because he would not give me a reasonable answer on what I should do regarding this home loan. Due to Williams being very unprofessional and non-informative I terminated this conversation and sought legal advice.

On April 20, 2012 I received a NOTICE SUBSTITUTE TRUSTEE'S SALE from RECON TRUST Bank of America indicating that they are going to foreclose on my home on June 05, 2012 See Exhibit "J".

Bank of America mailed a letter instructing me that my new contact person was Nicole Tyson See Exhibit "K". Nowhere in that letter does she refer to the Foreclosure.

On April 30, 2012 I made my May house note for \$960.00 with my bill pay account with my bank Home Town Bank.

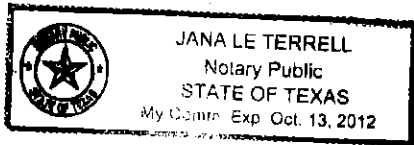
On May 7, 2012 Bank of America sent my May house note BACK:

On May 8, 2012 at 12:31pm Nicole Tyson called to inform me that she would be over my account while I'm in the modification. I told Nicole that we already have the modification & made ALL of our payments and the date was wrong on Bank of America ... I asked about Troy Williams she didn't know... Nicole seemed NOT to know anything about the loan but she did say there was NO paper work to be resent with the DATE for the modification.... Nicole did say that the home was in foreclosure because of behind payment and she would look into the account and get back with me if she hears anything. Recording time: 5:36, FURTHER THE AFFIANT SAY NOT".

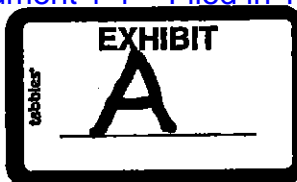

KATHERINE BELKNAP

SUBSCRIBED AND SWORN TO BEFORE ME on May 24, 2012 by

KATHERINE BELKNAP.




Notary Public, State of Texas



Read below to see if you are eligible
for a mortgage modification – and a
more affordable mortgage payment.

If so, send us your information
to apply today.



JOSH BELKNAP
KATHERINE BOLAND
18021 Connie Rd
Alvin, TX 77511

Loan Number: 22813362

April 16, 2010

Dear JOSH BELKNAP and KATHERINE BOLAND:

You may be seeing and hearing a lot about mortgage modifications as a way to make your mortgage payments more affordable and help you avoid foreclosure. Modifications have provided relief to many homeowners and, as your mortgage servicer, we want to make you aware of this option so you can determine if a modification could be right for you.

You may be eligible for the Home Affordable Modification Program, an initiative sponsored by the federal government to help homeowners who are finding it difficult to make their mortgage payment. Under this program, we will review your current financial situation to determine if we can help you modify your mortgage to give you a new, more affordable mortgage payment.

There are no fees associated with this program. Furthermore, you should never pay a fee for a mortgage modification and you should beware of any person or organization that asks you to pay a fee for assistance in modifying your loan. BAC Home Loans Servicing, LP is your mortgage servicer, and help is free from us.

To be eligible for the Home Affordable Modification Program, homeowners need to meet certain criteria. See the questions below:

1. Is your home your primary residence? Do you currently live in the home?
2. Is the amount you owe on your first mortgage equal to or less than \$728,760 for a single-family home, \$934,200 for a 2 unit property, \$1,129,250 for a 3 unit property or \$1,403,400 for a 4 unit property?
3. Are you having trouble paying your mortgage? (For example, have you had a significant increase in your mortgage payment OR reduction in your income OR other hardship that has impacted your income?)
4. Did you obtain your current mortgage before January 1, 2009?
5. Is your payment on your first mortgage (including principal, interest, taxes, insurance and homeowner's association dues, if applicable) more than 31% of your current gross income? To calculate this, divide your first mortgage payment by your gross income (your income before taxes).

If you answered "yes" to all of these questions, we encourage you to take the next step and apply for the Home Affordable Modification Program today. To do that, please send us the financial documents listed on the enclosed checklist by May 16, 2010. We have included a pre-paid envelope for your convenience.

We want you to know that sending us your financial information helps us determine if you are eligible for the Home Affordable Modification Program. It in no way binds or obligates you to participate in the program.

For general information about this program, read the enclosed Frequently Asked Questions and visit bankofamerica.com/mha and makinghomeaffordable.gov. To talk with one of our associates, please call 1.877.200.8930 between 8 a.m. and 8 p.m. Central Time, Monday through Friday, or between 8 a.m. and 3 p.m. on Saturday.

We want to help you, so please consider this opportunity.

Home Retention Division
BAC Home Loans Servicing, LP

Bank of America  Home Loans

p.s. For your convenience, and to ensure you receive all required program documents in a timely manner, this package may be sent via multiple delivery methods and to all addresses on file with us. If you receive multiple packages that are identical, you only need to return one complete package with all required documents to us.

Enclosures: (1) Frequently Asked Questions, (2) Checklist, (3) Request for Modification and Affidavit, (4) IRS Form 4506-T, (5) Pre-paid return envelope

LWG_209

Read below to see if you are eligible for a mortgage modification – and a more affordable mortgage payment.

If so, send us your information to apply today.

JOSH BELKNAP
KATHERINE BOLAND
18821 Comma Rd
Alvin, TX 77511

Loan Number: 22813362

April 18, 2010

Dear JOSH BELKNAP and KATHERINE BOLAND:

You may be seeing and hearing a lot about mortgage modifications as a way to make your mortgage payments more affordable and help you avoid foreclosure. Modifications have provided relief to many homeowners and, as your mortgage servicer, we want to make you aware of this option so you can determine if a modification could be right for you.

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To be eligible for the Home Affordable Modification Program, homeowners need to meet certain criteria. See the questions below:

1. Is your home your primary residence? Do you currently live in the home?
2. Is the amount you owe on your first mortgage equal to or less than \$729,750 for a single-family home, \$934,200 for a 2 unit property, \$1,129,250 for a 3 unit property or \$1,403,400 for a 4 unit property?
3. Are you having trouble paying your mortgage? (For example, have you had a significant increase in your mortgage payment OR reduction in your income OR other hardship that has impacted your income?)
4. Did you obtain your current mortgage before January 1, 2009?
5. Is your payment on your first mortgage (including principal, interest, taxes, insurance and homeowner's association dues, if applicable) more than 31% of your current gross income? To calculate this, divide your first mortgage payment by your gross income (your income before taxes).

If you answered "yes" to all of these questions, we encourage you to take the next step and apply for the Home Affordable Modification Program today. To do that, please send us the financial documents listed on the enclosed checklist by May 18, 2010. We have included a pre-paid envelope for your convenience.

We want you to know that sending us your financial information helps us determine if you are eligible for the Home Affordable Modification Program. It in no way binds or obligates you to participate in this program.

For general information about this program, read the enclosed Frequently Asked Questions and visit bankofamerica.com/mha and makinghomeaffordable.gov. To talk with one of our associates, please call 1.877.260.5930 between 8 a.m. and 8 p.m. Central Time, Monday through Friday, or between 8 a.m. and 3 p.m. on Saturday.

We want to help you, so please consider this opportunity.

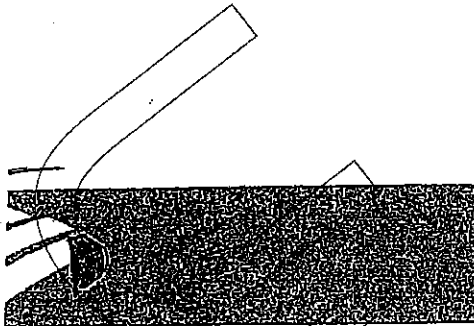
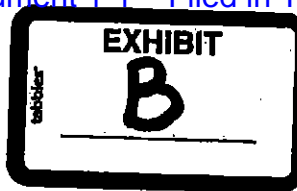
Home Retention Division
BAC Home Loans Servicing, LP

Bank of America  Home Loans

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Enclosure: (1) Frequently Asked Questions, (2) Checklist, (3) Request for Modification and Affidavit, (4) IRS Form 4506-T, (5) Pre-paid return envelope

UNO_200



We need important information
before we can determine if you are
eligible for a loan modification.

We must receive it
by July 9, 2010



JOSH BELKNAP
KATHERINE BOLAND
18821 Cammie Rd
Alvin, TX 77511

Loan Number: 22813362

Notice Date: June 9, 2010

Dear JOSH BELKNAP and KATHERINE BOLAND:

Thank you for your interest in the federal government's Home Affordable Modification Program. The program requires we receive certain financial information from you in order to verify your eligibility to begin the process toward a permanent home loan modification and a more affordable monthly mortgage payment.

As of now, we are still missing some of the required documents or some of the documents were sent to us with missing or incorrect information. We can't complete our eligibility review until we receive the following additional and/or correct and complete information from each borrower by July 9, 2010.

- Letter or bill from Homeowners/Condominium Association reflecting monthly dues

Please note: Keep a copy of all documents for your records. Do not send original income documentation.

Please complete and fax the remaining documentation to us at 1.866.258.7329 or send to us using the enclosed FedEx envelope. We must receive this information no later than July 9, 2010. Once we receive your remaining documentation, we will notify you of the next steps in the Home Affordable Modification Program process.

If you have any questions about our request for documents or want to confirm that we have received your missing information, please call us at 1.877.201.3524.

We want to work with you and urge you to send us your documentation as soon as possible.

Home Retention Division
BAC Home Loans Servicing, LP

Bank of America Home Loans

P.S. It is critical that you send us the information we need to determine if you are eligible for the Home Affordable Modification Program and a more affordable loan payment. Please return your documents no later than July 9, 2010.

Ref: 30279
Date:

Date: 06/09/10

Ref: 1.0 LBL

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Per 6180483 01/08/09
PCL 031 01/08/09

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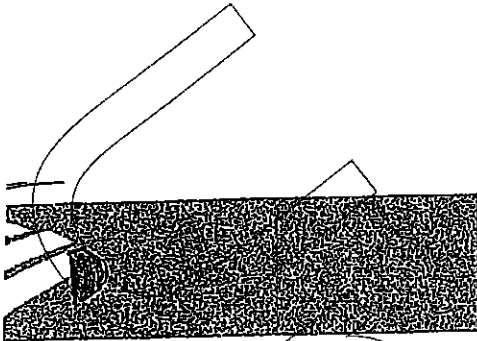
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We need important information
before we can determine if you are
eligible for a loan modification.

We must receive it
by July 8, 2010



JOSH BELKNAP
KATHERINE BOLAND
18921 Camille Rd
Alvin, TX 77511

Loan Number: 22813362

Notice Date: June 8, 2010

Dear JOSH BELKNAP and KATHERINE BOLAND:

Thank you for your interest in the federal government's Home Affordable Modification Program. The program requires we receive certain financial information from you in order to verify your eligibility to begin the process toward a permanent home loan modification and a more affordable monthly mortgage payment.

As of now, we are still missing some of the required documents or some of the documents were sent to us with missing or incorrect information. We can't complete our eligibility review until we receive the following additional and/or correct and complete information from each borrower by July 8, 2010.

- Letter or bill from Homeowners/Condominium Association reflecting monthly dues

Please note: Keep a copy of all documents for your records. Do not send original income documentation.

Please complete and fax the remaining documentation to us at 1.888.258.7329 or send to us using the enclosed FedEx envelope. We must receive this information no later than July 8, 2010. Once we receive your remaining documentation, we will notify you of the next steps in the Home Affordable Modification Program process.

If you have any questions about our request for documents or want to confirm that we have received your missing information, please call us at 1.877.201.3524.

We want to work with you and urge you to send us your documentation as soon as possible.

Home Retention Division
BAC Home Loans Servicing, LP

Bank of America Home Loans

P.S. It is critical that you send us the information we need to determine if you are eligible for the Home Affordable Modification Program and a more affordable loan payment. Please return your documents no later than July 8, 2010.

Ref: 20229
Date: 05/20/10
Time: 1:00 PM
Fax: 1.888.258.7329
Fax: 1.877.201.3524

SHIPPING	0.25
SPECIAL	0.00
HANDLING	0.00
TOTAL	0.25

[Handwritten signature]

EXHIBIT

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Bank of America

5/1/2011

Trial Period Plan Effective Date: 7/1/2011

JOSH BELMONT
KATHERINE BOLAND
18221 CAMLISE RD
ALVIN, TX 77511

Loan #: 21813362

Dear JOSH BELMONT and KATHERINE BOLAND

Congratulations. We have determined that you are eligible for a trial modification. Enclosed is your Trial Period Plan. If you successfully complete the trial modification, your permanent modification may be similar in terms/payments, pending final review at the time of the permanent modification. Also enclosed is a Frequently Asked Questions document which is provided to help you understand the program.

After you successfully complete your Trial Period Plan by making three trial payments, we will contact you to discuss the terms of your permanent modification. A Permanent Loan Modification Agreement will be sent to you that you will need to sign and return before your loan will be permanently modified.

To participate in the Trial Period Plan, make your first month's trial period mortgage payment in the amount of \$947.08 as soon as possible, but in no event later than 30 calendar days after 7/1/2011. These payments should be sent instead of, not in addition to your normal monthly mortgage payment. Please send your payments where you would normally send your mortgage payment. For faster processing, you can provide payment over the phone at no additional cost by calling 1-888-225-5357.

Please read the enclosed documents carefully, and follow the instructions for making payments, and keep a copy of all documents for your records. If you have any questions or concerns, please call us at 1-888-225-5357.

Sincerely,

WENDY SMITH

Wendy Smith, Esq.
Home Retention Division
BAQ Home Loans Servicing, LP

IMPORTANT NOTICE TO HELP YOU AVOID FORECLOSURE SCAMS

- Beware of Foreclosure Rescue Scams. Help is free from your mortgage servicer!
- This program is only available to you through your mortgage servicer - Bank of America.
 - There is never a fee to get assistance or information about a modification program from Bank of America or your mortgage servicer or a HUD-approved housing counselor.
 - For a HUD-approved counselor, visit <http://www.hud.gov/office/hop/affiliates.cfm>
 - Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
 - Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage servicer to forgive your debt.
 - Never make your mortgage payments to anyone other than your mortgage servicer without their approval.

Bank of America



9/4/2011

Trial Period Plan Effective Date: 7/1/2011

JOSH BELJAP
KATHERINE SOLAND
18291 CAMBIE RD
ALVIM, TX 77511

Loan #: 22813362

Re: JOSH BELJAP and KATHERINE SOLAND

Congratulations. We have determined that you are eligible for a trial modification. Enclosed is your Trial Period Plan. If you successfully complete the trial modification, your permanent modification may be similar in terms/payments, pending final review at the time of the permanent modification. Also enclosed is a Frequently Asked Questions document which is provided to help you understand the program.

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Please read the enclosed documents carefully, and follow the instructions for making payments, and keep a copy of all documents for your records. If you have any questions or concerns, please call us at 1-888-425-5357.

Sincerely,

MICHAEL J. FAITH
MICHAEL J. FAITH
Home Retention Division
BAC Home Loans Servicing, LP

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- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
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- Never make your mortgage payments to anyone other than your mortgage servicer without their approval.

EXHIBIT

C-1

ROBERT D. CLEMENTS, JR.

ATTORNEY AT LAW
1600 E. HIGHWAY 6, SUITE 318
ALVIN, TX 77511
281-331-1325Invoice submitted to:
Josh & Katherine Belknap
18921 Cammie Road
Alvin, TEXAS 77511

May 31, 2011

Invoice #21472

Professional Services

	Hrs/Rate	Amount
5/19/2011 Letter to mortgage company multiple calls to get correct fax number	1.00 225.00/hr	225.00
5/18/2011 Conference with client and letter to Trustee	1.00 185.00/hr	185.00
5/24/2011 Telephone Conference trustee co. they gave me alternate fax number even though I had confirmation	0.33 225.00/hr	75.00
Telephone Legal Dept., they could not find any one on hand need to call back	0.33 225.00/hr	75.00
5/25/2011 Telephone Conference trustee automated did not get valuable info	0.17 225.00/hr	37.50
5/24/2011 Telephone Calls multiple time placed on hold last call for 15 minutes just to be told they cant find someone to help so call the bank	0.33 225.00/hr	75.00
5/25/2011 Telephone message to client, client returned call will send the info I need	0.17 225.00/hr	37.50
Research on web site found where the June foreclosure is off July 5, 2011 in Galveston is now set	0.50 225.00/hr	112.50
For professional services rendered	3.83	\$822.50
Additional Charges :		
5/18/2011 New client charge for setting up file		75.00
5/18/2011 Facsimile		3.75

(281) 331-1325

ROBERT D. CLEMENTS, JR.
ATTORNEY AT LAW
1600 E. HIGHWAY 6, SUITE 318
ALVIN, TX 77611
281-331-1325

Invoice submitted to:
Josh & Katherine Belknap
18921 Cammie Road
Alvin, TEXAS 77511

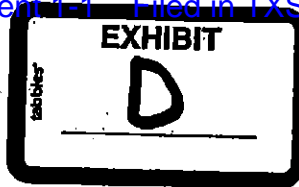
May 31, 2011

Invoice #21472

Professional Services

	Hrs/Rate	Amount
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For professional services rendered	3.83	\$822.50
Additional Charges :		
5/18/2011 New client charge for setting up file		75.00
5/18/2011 Facsimile		3.75

(281) 331-1325



Bank of America

5/24/2011
 Trial Period Plan Effective Date: 7/1/2011
 JOSH BELKHAJ
 KATHERINE BOLAND
 18321 CAMLIE RD
 ALVIN, TX 77511
 Loan #: 22813362
 Dear JOSH BELKHAJ and KATHERINE BOLAND

Congratulations. We have determined that you are eligible for a trial modification. Enclosed is your Trial Period Plan. If you successfully complete the trial modification, your permanent modification may be similar in terms/payments, pending final review at the time of the permanent modification. Also enclosed is a Frequently Asked Questions document which is provided to help you understand the program.

After you successfully complete your Trial Period Plan by making three trial payments, we will contact you to discuss the terms of your permanent modification. A Permanent Loan Modification Agreement will be sent to you that you will need to sign and return before your loan will be permanently modified.

To participate in the Trial Period Plan, make your first month's trial period mortgage payment in the amount of \$947.08 as soon as possible, but in no event later than 30 calendar days after 7/1/2011. These payments should be kept instead of, not in addition to your normal monthly mortgage payment. Please send your payments where you would normally send your mortgage payment. For faster processing, you can provide payment over the phone at no additional cost by calling 1-888-325-3337.

Please read the enclosed documents carefully, and follow the instructions for making payments, and keep a copy of all documents for your records. If you have any questions or concerns, please call us at 1-888-325-3337.

Sincerely,

MICHAEL J. FATH
 MICHAEL J. FATH
 Home Retention Division
 BAC Home Loans Servicing, LP

IMPORTANT NOTICE TO HELP YOU AVOID FORECLOSURE SCAMS

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 - For a HUD-approved counselor, visit: <http://www.hud.gov/offices/hsg/whh/counselor>
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 - Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage servicer to forgive your debt.
 - Never make your mortgage payments to anyone other than your mortgage servicer without their approval.

Bank of America



2/2/2011

Trial Period Plan Effective Date: 7/1/2011

JOSH BELLOUP
KATHERINE BOLAND
1821 CAMME RD
ALVIN, TX 77511

Loan #: 22813382

Dear JOSH BELLOUP and KATHERINE BOLAND

Congratulations. We have determined that you are eligible for a trial modification. Enclosed to your Trial Period Plan. If you successfully complete the trial modification, your permanent modification may be similar in terms/payments, pending final review at the time of the permanent modification. Also enclosed is a Frequently Asked Questions document which is provided to help you understand the program.

After you successfully complete your Trial Period Plan by making three trial payments, we will contact you to discuss the terms of your permanent modification. A Permanent Loan Modification Agreement will be sent to you that you will need to sign and return before your loan will be permanently modified.

To participate in the Trial Period Plan, make your first month's trial period mortgage payment in the amount of \$347.08 as soon as possible, but in no event later than 30 calendar days after 7/1/2011. These payments should be sent instead of, not in addition to your normal monthly mortgage payment. Please send your payments where you would normally send your mortgage payment. For faster processing, you can provide payment over the phone at no additional cost by calling 1-888-325-5357.

Please read the enclosed documents carefully, and follow the instructions for making payments, and keep a copy of all documents for your records. If you have any questions or concerns, please call us at 1-888-325-5357.

Sincerely,

Wendy, 7/1/11

Wendy, 7/1/11
Home Retention Division
BAC Home Loans Servicing, LP

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 - For a HUD-approved counselor, visit: <http://www.hud.gov/office/shag/hl/hcinfo/>
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 - Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage servicer to forgive your debt.
 - Never make your mortgage payments to anyone other than your mortgage servicer without their approval.

Loan Modification Trial Period Plan

Trial Period Plan Effective Date: 7/1/2011

Borrower: KATHERINE BOLAND JOSH BELKNAP
 Servicer: BAC Home Loans Servicing, LP
 Date of mortgage: 12/3/2004
 Loan Number: 22813362
 Property Address: 18921 CAMMIE RD
 ALVIN, TX 77611

To qualify for a modification of your account referenced above (your "Loan") with Bank of America (the "Bank"), you are Required to complete a three month trial period. If you complete the trial period successfully, we will offer you a modification of your Loan. Here's how the process works:

- We have set your trial period payment at \$947.98 (the "Trial Payment Amount"). This is an estimate of what your initial monthly payment amount will be if you complete your trial period and enter into a permanent modification agreement (your "Modification Agreement"). Depending on the specific terms of your Modification Agreement, please be aware that your monthly payment amount will not necessarily be the same as your Trial Payment Amount and will not necessarily stay the same throughout the life of your loan, but could adjust to one or more payment amounts that maybe higher than your initial monthly payment amount. The specific terms will be included in your Modification Agreement.

- During the trial period, Please ensure that you pay the Trial Payment Amount on the first day of the month - instead of paying your mortgage payment (which may have a different payment due date). The dates for your payment under this Trial Period (your "Trial Payments") would be:

7/1/2011 for the first payment
 8/1/2011 for the second payment, and
 9/1/2011 for the third payment.

- Your trial payments must each be received by us on or before the 30th calendar day after they are due. If you have not made each of the Trial Payments required under this Trial Period Plan on or before the 30th day after each such payment is due, the Original Loan Documents will not be modified and this Trial Period Plan will terminate. In this event, the Bank will have all of the rights and remedies provided by the Original Loan Documents, and any payment you make under this Trial Period Plan shall be applied to amounts you owe under the Original Loan Documents and shall not be refunded to you.
- You will receive a permanent modification of your account if you have a) paid each of the monthly trial period payments (the "Trial Payments") on time, and b) signed and returned the final Modification Agreement, which will be sent once you have completed your Trial Payments.

The first step in this process is to make the first Trial Payment of \$947.98 by 7/1/2011. Simply mail your trial payments where you would normally send your mortgage payment or please call us at 1-888-325-5357. If you choose to pay by phone, we can deduct your payment directly from your checking account and get your trial modification started right away and there is no fee for this phone payment.

After your third consecutive on-time Trial Payment, the Bank will contact you and will forward your Modification Agreement to you. Please continue making your monthly trial payments until you receive your Modification Agreement. Once you receive your Modification Agreement, you must sign and return it within 30 days or the modification offer will terminate. So please return it as soon as possible.

The terms of your Trial Plan are set forth below and are effective on the due date of the first Trial Payment under this Trial Plan, provided that you have paid your first trial payment on or before the 30th day after the first trial payment is due.

Additional Terms and Conditions:

You and we agree that:

- We will suspend any scheduled foreclosure sale or pending foreclosure proceedings on your Mortgage during the Trial Period, provided you continue to meet the obligations under this Trial Period

Bank of America N.A.
 Attn: Home Retention Division
 300 Beecham Office Suite 104
 Pittsburgh, PA 15205

October 1, 2011

KATHERINE BOLAND
 JOSH BELKNAP
 18921 Camille Rd
 Alvin TX 77511-7431

RE: RA3 Lo 32813361
 Property 18921 CAMILLE RD
 Address: ALVIN, TX 77511

RATE CHANGE NOTICE

IMPORTANT MESSAGE ABOUT YOUR LOAN

Your loan has been converted from an Adjustable Rate Mortgage (ARM) into fixed rate mortgage.

HOW WE CALCULATE YOUR NEW MONTHLY PAYMENT

Step 1: Your New Interest Rate:

Interest Rate	Current	New
	7.650%	7.690%

Step 2: Determine new Payment amount:

Your new monthly interest rate and payment are fixed as shown below.

New Interest Rate	7.690%
Anticipated Principal Balance ¹	\$36,972.76
Remaining Term	279
New Principal and Interest payment	\$1676.11
New Payment Effective	11/1/2011

If you have an escrow account, this notice does not address any changes to your escrow payment. Please refer to your monthly statement for information regarding your current escrow payment.

Please be advised, this letter is null and void if the properly signed and executed Modification Documents are not returned by October 11, 2011.

¹ Anticipated principal balance is the unpaid Principal that you are expected to owe at the Payment Change Date, and is calculated based on the assumption that Principal and Interest payments will be remitted on payments due prior to the new payment effective date.

THANK YOU FOR YOUR BUSINESS

You are a valued customer of Bank of America, N.A. and it is our continual goal to provide you with the highest level of customer satisfaction.

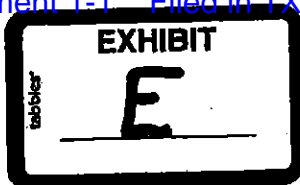
As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing.

JOSH BELKNAP

Dated: _____

KATHERINE BOLAND

Dated: _____



- During the Trial Period, we may accept and post your Trial Payments to your account and it will not affect foreclosure proceedings that have already started.
 - Our acceptance and posting of your new payment during the trial period will not be deemed a waiver of the acceleration of your Loan or foreclosure action and related activities, and shall not constitute a cure of your default under your Mortgage unless such payments are sufficient to completely cure your entire default under your Mortgage.
 - Your current loan documents (your "Original Loan Documents") remain in effect; however, you may make the Trial Payment instead of the payment required under your Original Loan Documents.
 - You agree that all terms and provisions of your current Mortgage note and Mortgage security instrument, except to the extent modified by this Trial Period Plan, remain in full force and effect and you will comply with those terms; and that nothing in the Trial Period Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Original Loan Documents.
 - You agree that BAC Home Loans Servicing, LP will hold each of your trial period plan payments that you make in a non-interest bearing account. Once there are enough funds in that account to make your full mortgage payment, we will apply the funds to your loan account to make that payment. At the end of your trial period, there could be funds left in that account because there is not enough to make a full mortgage payment. If so, we will apply those funds towards your unpaid principal balance at the time your loan is permanently modified.
 - Property Taxes and Insurance:
 - If the Bank does not maintain an impound account with respect to your Loan, it is your responsibility to pay all property taxes and premiums for insurance by their due dates, as required in your Loan Documents. If the Bank does maintain an impound account with respect to your Loan, you agree to forward to the Bank the amounts required to permit the impound account to contain a sufficient balance so that payments for property taxes and insurance may be made on time. The failure to pay property taxes or insurance before their due dates, if there is no impound account, or to forward to the Bank sufficient funds so that such payment may be made from your impound account, shall constitute an event of default under this Trial Period Plan and the Loan Documents, and this Trial Period Plan shall terminate immediately and automatically without further notice to you.
 - Final terms of your Modification Agreement:
 - Once you have completed your Trial Payments, and after applying any remaining money held at the end of the Trial Period, we will determine the new payment amount and the remaining final terms of your Modification Agreement. This Modification Agreement will modify your Original Loan Documents to reflect your new payment amount and other terms.
 - If you have not made the Trial Payments required under this Trial Period Plan in a timely manner, the Original Loan Documents will not be modified and this Trial Period Plan will terminate. In this event, the Bank will have all of the rights and remedies provided by the original Loan Documents, and any payment you make under this Trial Period plan shall be applied to amounts you owe under the Original Loan Documents and shall not be refunded to you.
 - Credit reporting during the Trial Period:
 - Your credit score may be affected by accepting a trial period plan or modification. For more information about your credit score, please go to <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.epm>.
 - If there is existing mortgage insurance on your loan, and if the modified principal balance of your Mortgage exceeds the original principal balance, your Mortgage Insurance premiums may increase, causing your payment to go up. Furthermore, the date on which you may request cancellation of the Mortgage Insurance may change. For loans on single family primary residences, federal law allows you to request that Mortgage Insurance be canceled on either:
 - The date the principal balance on your loan is scheduled to reach 80% of the original value of the property; or
 - The date the principal balance is reduced to 80% of the original value of the property based on actual payments.
- State law or investor guidelines may also allow for the cancellation of Mortgage Insurance at different times or if your loan is secured by a 2-4 unit property. For more information about Mortgage Insurance please call us at 1-800-669-8809.

Loan Modification Agreement Frequently Asked Questions

Q. If I qualify, how will my mortgage be modified?

There are several different ways we may modify the terms of your loan to reach an affordable payment. The specific terms of your modification will be set forth in your modification agreement, but the modifications to your existing loan may include one or more of the following:

- o Your loan may be brought current by capitalizing past due amounts. This means we may add past due interest, servicing expenses paid to third parties if taxes and insurance have been paid but will not be collected through escrow account and to the extent permitted and taxes and insurance which may have been paid on your behalf to your principal. Any unpaid late fees arising from your most recent delinquency will be waived at the time of modification.
- o Your loan payments may be recalculated over a longer period even though the maturity date of your loan will not change. This will help lower your monthly payments, however, it will result in your loan having a lump sum payment (known as a balloon payment) which will continue to accrue interest until you pay off the modified loan (unless you choose to pay that amount sooner).
- o You may be offered an interest rate that is equal to or lower than your current interest rate. If your new modified interest rate is below market rate, it may increase annually until it reaches the market rate on the day your modification becomes effective. Please be assured that each of these increases will be clearly defined by your loan modification agreement.

Your permanent modification agreement may not contain all of these terms, or may contain different terms. The key terms of your permanent modification agreement will be designed to provide you with affordable monthly mortgage payments.

Q. Will a foreclosure occur if I participate in the Loan Modification Program?

As long as you comply with the terms of the Trial Period Plan, we will not start foreclosure proceedings; if foreclosure proceedings have already started, we will place the foreclosure on hold. If you fail to comply with the terms of the Trial Period Plan and do not make other arrangements, the hold on the foreclosure will be removed and your Loan will be enforced according to its original terms, which could include foreclosure.

Q. Where should I mail or send my trial period payments?

You can simply mail your trial payments where you would normally send your mortgage payment, or please call us at 1-888-325-5357. If you choose to pay by phone, we can deduct your payment directly from your checking account – and there is no fee for this phone payment.

Q. What happens to my trial period payments if I do not comply with the terms of the Trial Period Plan?

Your trial period payments will be applied to your existing Loan according to the terms of your Loan Documents. If you were in default at the beginning of the Trial Period, you will remain in default under your Loan. If you were not in default at the beginning of the Trial Period, you may become in default under the terms of your Loan if your Trial Period Payments are less than your contractual payments.

Q. What if my trial period payment is less than the payment I currently owe on my Loan?

Your monthly statement will continue to include your regular payment amount and any regularly accruing late charge amounts. You only need to make the Trial Period Payment during the three month trial period. The difference between the amount of the trial payment and your normal monthly payment will be included in the final Modification Agreement at the successful conclusion of your trial period, and any unpaid late fees related to the most recent delinquent fee which are owed at the time of the modification will be waived.

Q. Could my Trial Period Payment or final modified payment be more than my current payment?

Yes. For example, if your escrow payment substantially increases or your Modification includes capitalization of past due interest, your Trial Period Payment or your final modified payment may be higher than your current payment.

Q. If I got a permanent Modification Agreement, can my modified Loan terms ever revert to the original Loan terms?

No. Once your Loan is modified, the new terms stay in place for the remainder of your Loan.

10/11/12 - Please do not mark through any previous shipping information

SHIP TO THE ABOVE ADDRESS
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

TO: KATHERINE
BOLAND
18921 CAMMIE RD
ALVIN TX 77511

REG: 5033 0408 7145

FedEx
Express

WED - 12 OCT A2
STANDARD OVERNIGHT

XH GLSA

77511
TX 101
10/11

The World On Time.

Reusable Envelope



Exh

NCA-105-01-20
P.O. Box 21848
Greensboro, NC 27420-1848

T-10: 73400449
NR30CN

JOSH BELKNAP
KATHERINE BOLAND
18921 Cammie Rd
Alvin, TX 77511

Loan# 22813362
Partial payment check

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES FOR ORIGINALS FROM 12/20/2011

Bank of America
NCA-105-01-20
P.O. Box 21848
Greensboro, NC 27420-1848

If unable to apply funds,
please return check to:
P.O. Box 5012
Woodland Hills, CA 91365-5012

11-354210
Bank of America

NO: 0001230447

DATE: 02/21/2012 AMOUNT: \$*****5,730.00****

PAY FIVE THOUSAND SEVEN HUNDRED THIRTY DOLLARS AND 00 CENTS

PAY TO: JOSH BELKNAP
KATHERINE BOLAND
18921 Cammie Rd
Alvin, TX 77511

VOID AFTER 180 DAYS

Cay Barrio

⑈0001230447⑈ ⑆121000358⑆ 12331⑈7893E⑈

Bank of America

Home Loans

Mail Stop AZ1-807-01-12
1515 W. 14th Street
Tempe, AZ 85281

Josh Belknap & Katherine Boland
18921 Cammie Rd
Alvin, TX 77511

Notice Date: February 22, 2012

Account No.: 22813362

Property Address:
18921 Cammie Rd
Alvin, TX 77511

IMPORTANT MESSAGE ABOUT YOUR HOME LOAN

As of February 22, 2012, there is a total of \$5730.00 in partial payments on your loan. The partial payments on your account are not sufficient to satisfy the full delinquency due on your loan.

Since we have not received additional amounts to equal the full amount due, we are enclosing a return of these partial funds.

WHAT YOU NEED TO DO

Please contact us to see if you may qualify for a number of other options to assist you in bringing your loan payments up to date by calling us at 1-888-872-5514, Monday through Friday from 7 a.m.—7 p.m. Eastern. Additionally, please visit www.bankofamerica.com for more information.

This communication is from Bank of America, N.A., the servicer of your home loan.



Bank of America

Home Loans

Hot Code C#6-918-62-21
450 American Street
Sunny Valley, CA 97303

Josh Belknap & Katherine Boland
18921 Cammie Rd
Alvin, TX 77511

Notice Date: March 22, 2012

Loan No.: 22813362

Property Address:
18921 Cammie Rd
Alvin, TX 77511

IMPORTANT MESSAGE ABOUT YOUR HOME LOAN

Your monthly payment due 03/01/2010 for your loan is \$635.16. We received a total of \$324.84 to be applied to your loan; however, this amount does not represent a full monthly payment. We are unable to accept partial payments on your account.

Since we have not received the remaining amount of \$310.32 needed to complete your total monthly payment, we are returning these funds to you in the enclosed check.

WHAT YOU NEED TO DO

If you have any questions or are having difficulty making your monthly payment, please call us at 1-888-872-6514, Monday-Friday 7a.m. - 7p.m. Local Time. We can discuss your financial situation and determine what options may be available to assist you. We appreciate the opportunity to serve your home loan needs.

This communication is from Bank of America, N.A., the servicer of your home loan.

NC4-105-01-20
P.O. Box 21848
Greensboro, NC 27420-1848

TJA 30085830
ASSACH

JOSH BELKNAP
KATHERINE BOLAND
18921 Cammie Rd
Alvin, TX 77511

Loan# 22813362
Partial payment check

YES I AM THE AUTHORITY OF THIS NATIONAL SECURITY DOCUMENT. IN CHECK NUMBER 8001338630

Bank of America
NC4-105-01-20
P.O. Box 21848
Greensboro, NC 27420-1848

If unable to apply funds,
please return check to:
P.O. Box 5012
Woodland Hills, CA 91365-5012

11-35(210)
Bank of America

NO. 8001338630

DATE 03/21/2012 AMOUNT \$*****324.84****

VOID AFTER 180 DAYS

PAY THREE HUNDRED TWENTY-FOUR DOLLARS AND 84 CENTS***

PAY TO: *****
JOSH BELKNAP *****
KATHERINE BOLAND *****
18921 Cammie Rd *****
Alvin, TX 77511 *****

Cay Bais

⑈0001338630⑈ ⑆121000358⑆ 12331⑈78936⑈

EXHIBIT

H

WESTERN
UNION

Customer Receipt / Recibo del Cliente

www.westernunion.com

ROODEFOREST #0505
400 SOUTH BYPASS 35
ALVIN TX 77511

Oper ID: 211 Prepaid Services/Payments
04/10/2012
536P EDT MTCN: 344-885-7999

Sender/Remitente: KATHERINE BOLAND
Receiver/Destinataria: BAC HOME LOANS

Code City/Código de la ciudad: BAC TX
Account #/Número de cuenta: 228133 (Partial/Parcial)
Reference #/Número de referencia:
Attn/Atencion: TROY WILLIAMS

Western Union Card Number / Numero de Tarjeta 550259702

Amount/Cantidad: \$ 960.00

Charge(s)/Cargos:

Service/Servicio: 12.99

Total/Total: \$ 972.99

YOU'VE BEEN ENROLLED IN THE GOLD CARD REWARDS PROGRAM. To activate your Rewards Card, use the Card Number listed above again. Once you do, you'll begin earning valuable rewards like phone time, fee reductions and cash back.

Agent Signature /
Firma del AgenteCustomer Signature /
Firma del Cliente

IN ADDITION TO THE TRANSFER FEE, WESTERN UNION ALSO MAKES MONEY WHEN IT CHANGES YOUR DOLLARS INTO FOREIGN CURRENCY. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION REGARDING CURRENCY EXCHANGE. IF THE EXCHANGE RATE FOR YOUR TRANSFER WAS DETERMINED AT THE TIME YOU SENT THE MONEY, THE CURRENCY TO BE PAID OUT AND THE EXCHANGE RATE ARE LISTED ON RECEIPT. OTHERWISE, THE EXCHANGE RATE WILL BE SET WHEN THE RECEIVER RECEIVES THE FUNDS.

CERTAIN TERMS AND CONDITIONS GOVERNING THIS TRANSACTION AND THE SERVICES YOU HAVE SELECTED ARE SET FORTH ON THE REVERSE SIDE. BY SIGNING THIS RECEIPT, YOU ARE AGREEING TO THOSE TERMS AND CONDITIONS.

ADemás de los cargos por el servicio de transferencia, WESTERN UNION también gana dinero cuando cambia sus dólares por moneda extranjera. Por favor lea al reverso más información sobre el cambio de moneda y el tipo de cambio de su transacción. Si fue fijado en el momento en el que envió el dinero, la moneda en la que se hará el pago y el tipo de cambio indicarán en el recibo. De lo contrario, el tipo de cambio se fijará cuando el destinatario reciba los fondos.

Algunos términos y condiciones que rigen esta transacción y los servicios que usted ha elegido se establecen en el reverso de este recibo. Al firmar este recibo, usted ha aceptado esos términos y condiciones.



Bank of America Home Loans Mail Stop C&B-819-01-15 450 American Street Santa Valley, CA 93005	Notice Date: May 1, 2012 Account No.: 22813382 Trans ID: 1263
Name and Mailing Address: JOSH BELKNAP 18921 Cammie Rd Alvin TX 77511	Property Address: 18921 Cammie Rd Alvin TX 77511 Date: 4/30/2012 Amount: \$ 960.00

IMPORTANT MESSAGE ABOUT YOUR LOAN

Thank you for sending a payment. Although we appreciate your effort to settle your account, it is necessary to return these funds to you for the following reason:

- 1
☒ The amount remitted does not represent the total due.
☐ The funds that was submitted was not certified funds.

WHAT THIS MEANS

Please note that additional amounts may become past due until your account is brought fully current.

If you have any questions, please contact us at (800) 668-6654

04300001263001



11-0025819
11-6-086547-03
18921 CAMMIE ROAD, ALVIN, TX 77511

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

Deed of Trust Date:
December 3, 2004

Grantor(s)/Mortgagor (s):
JOSH BELKNAP AND KATHERINE
BOLAND, BOTH SINGLE PERSONS

Original Mortgagee:
MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

Current Mortgagee:
WELLS FARGO BANK, N.A., AS TRUSTEE
FOR THE CERTIFICATEHOLDERS OF
MERRILL LYNCH MORTGAGE INVESTORS
TRUST, MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-HE1

Recorded on: December 6, 2004
As Clerk's File No.: 2004080324

Property County:
Galveston

Re-Recorded

Mortgage Servicer:
Bank of America, N.A.

Legal Description: A 1.556 ACRE TRACT OF LAND AND BEING THE WEST 250 FEET OF THE EAST 450 FEET OF LOT 6, IN-BLOCK 38, OF ALGOA SUBURBS ADDITION, IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE REVISED MAP THEREOF RECORDED IN VOLUME 238, PAGE 1 OF THE MAP RECORDS AND TRANSFERRED TO PLAT RECORD 1, MAP NO. 1, 80TH OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS.

Date of Sale: June 05, 2012

Earliest Time Sale Will Begin: 10:00 AM

Place of Sale of Property: THE FIRST FLOOR LOBBY OF THE GALVESTON COUNTY CORTHOUSE, 722 MOODY, GALVESTON, TEXAS OR AS DESIGNATED BY THE COUNTY COMMISSIONERS.

The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

ACTIVE MILITARY SERVICE NOTICE

Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

Bank of America, N.A. is acting as the Mortgage Servicer for WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2005-HE1, who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. Bank of America, N.A., as the Mortgage Servicer, is representing the Mortgagee, whose address is 400 National Way SIMI VALLEY, CA 93065.

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the debt.

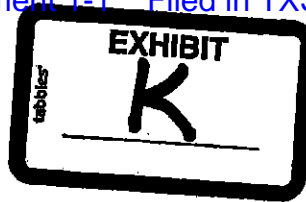
Dated: April 17, 2012

Jeff Leva, Steve Leva, Audrey Lewis or
RECONTRUST COMPANY, N.A., Substitute
Trustee
c/o RECONTRUST COMPANY, N.A.
2380 Performance Dr, TX2-984-0407,
Richardson, TX 75082

Unofficial

TS NO: 11-0025818
KATHERINE A. BELKNAP
18921 CAMME ROAD
ALVIN, TX 77811

Unofficial



Bank of America

Home Loans

CAC-010-01-41
P. O. Box 941852
Sind Valley, CA 95094-1852

|||||
AT1 7-772-41547-0003335-001-1-000-000-000-000
JOSH BELKNAP & KATHERINE BOLAND
18921 CAMMIE RD
ALVIN TX 77511

Notice Date: April 26, 2012

Account No.: 22813362

Property Address:
18921 Cammie Rd
Alvin, TX 77511

Dear Josh Belknap & Katherine Boland,

My name is Nicole Tyson and I am your new customer relationship manager at Bank of America, N.A., your home loan servicer. I will continue the work you started with your previous customer relationship manager with the same goal of pursuing every available option to assist you with your home loan.

I will be in contact with you soon. If you would like to speak with me right away, please call me directly at 1-800-668-6650. Remember to have your loan number available when you call.

I look forward to working with you.

Sincerely,

Nicole Tyson
Customer Relationship Manager
Bank of America, N.A.

This communication is from Bank of America, N.A., the servicer of your home loan.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. However, the purpose of this communication is to provide you information concerning your Customer Relationship Manager.

If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, this notice is for information purposes only and not an attempt to impose personal liability for the debt.

03_731_CAMMIE RD 13127 05/02/2011

**SOUTHERN CROSS
CONSTRUCTIONS**

JOINT PAYMENT AGREEMENT

This Joint Payment Agreement entered into this _____ day of _____, 2012 between (Owner or Contractor hereinafter referred to as "Contractor"), Southern Cross Group USA, (Contractor or Subcontractor hereinafter referred to as "Subcontractor"), _____, and _____, (hereinafter referred to as "Supplier") in regards to the project known as:

(Project/Job Name)

Riverview Apartments

1300 E. Riverside Dr., Austin, TX 78741

(Dollar Maximum)

\$ _____

The parties hereto agree as follows:

1. The Contractor will make any and all payments to the Subcontractor in connection with the Project described above ("Project") jointly payable to the Subcontractor and Supplier until all charges for materials provided, by Supplier, to the Subcontractor for the Project have been paid for in full.
2. During the course of the contract between Contractor and Subcontractor, Supplier will provide materials and/or equipment to be furnished or rented by Supplier to Subcontractor ("materials") in connection with the Project. The purpose of this joint payment agreement is to provide the payment of invoices to Supplier for all materials furnished to Subcontractor on the Project. This Agreement does not constitute an assignment of funds an except to the extent of payments actually received by Supplier, the execution of this Agreement and the taking of such joint checks shall not affect or otherwise impair any Bond, Lien or other creditor rights and remedies which Supplier now has or may hereinafter have.
3. If Subcontractor is terminated for any reason, Contractor shall inform Supplier immediately in writing by certified mail. If Contractor does not pay Subcontractor in full for the original amount of the Contract (as increased by change orders) for any reason (including, but not limited to, the discharge of Subcontractor by Contractor, non-completion or delay of the Project or otherwise), Contractor agrees to assume the terms and conditions of Supplier's invoices for materials already provided on the Project and make direct payment to Supplier for all unpaid sums.
4. This Agreement shall expire after the insurance and payment of the final settlement by the Contractor to the Subcontractor for completion of work on the above Project, provided that the above terms have been complied with. No termination shall affect or diminish the obligations of Contractor for materials with respect to any orders placed by Subcontractor prior to the receipt of notice. Any legal fees incurred by Supplier in enforcement of this Agreement will be paid by Contractor and/or Subcontractor. Supplier's rights contained herein are a portion of the considerations for Supplier's agreement to supply material for the Project.

AGREED AND ACCEPTED BY:

"Contractor"

 4100 Harry Hines Blvd, Ste. 800B
Dallas, TX 75219

Southern Cross Group USA

(Witness)

(Date)

(Representative Name/Title)

(Date)

"Subcontractor"

(Address)

(Company Name)

(Witness)

(Date)

(Representative Name/Title)

(Date)

"Supplier"

(Address)

(Company Name)

(Witness)

(Date)

(Representative Name/Title)

(Date)

RECEIVED

MAY 23 2012

MAY 24 2012

CAUSE NO. 12CV1284JOSH BELKNAP and
KATHERINE BOLAND BELKNAP

Plaintiffs

VS.

BANK OF AMERICA HOME LOANS,
RECONTRUST COMPANY, N.A.,
a Subsidiary of Bank of America, and
WELLS FARGO BANK, N.A., as
Trustee for the Certificate Holders
Merrill Lynch Mortgage Investors Trust

Defendants.

§ IN THE DISTRICT COURT OF

§ GALVESTON COUNTY, TEXAS

§ 40542 JUDICIAL DISTRICT**TEMPORARY RESTRAINING ORDER AND**
ORDER SETTING HEARING FOR PRELIMINARY INJUNCTION

After considering Plaintiff, Josh Belknap and Katherine Boland Belknap's application for temporary restraining order, the pleadings, the affidavits, and arguments of counsel, the Court finds there is evidence that harm is imminent to Plaintiffs, and if the Court does not issue the temporary restraining order, Plaintiffs will be irreparably injured unless the foreclosure sale is restrained and enjoined. The foreclosure sale will deprive the Plaintiffs of the use and enjoyment of the property, which is now used to house the Plaintiffs. Additionally, the Plaintiffs will lose the right to sell or mortgage the property at some future date and will not obtain full benefit of the appreciated value.

An ex parte order, without notice to Defendants is necessary because there was not enough time to give notice to Defendants, hold a hearing, and issue a restraining order before the irreparable injury, loss, or damage would occur.

12 - CV - 1284
DCPRO
Proposed Order (unsigned)
403782

Therefore, by this order, the court does the following:

a. Restrains Defendants, Bank of America Home Loans, Recontrust Company, N.A., a Subsidiary of Bank of America and Wells Fargo Bank, N.A., as Trustee for the Certificate Holders Merrill Lynch Mortgage Investors Trust or anyone else at their direction from directly or indirectly selling or attempting to sell the trust property on June 5, 2012, under the power of sale contained in the deed of trust, and any such Tuesday thereafter Said property is described as follows:

1.556 acre tract of land and being the west 250 feet of the east 450 feet of lot 6, in block 38, of Algoa suburbs addition, in Galveston County, Texas, according to the revised map thereof recorded in Volume 238, Page 1 of the map records and transferred to plat record 1, Map No. 1, 80th of the map records of Galveston County, Texas. Also known as 18921 Cammie Road Alvin Texas 77511.

b. Order the clerk to issue notice to Defendants that the hearing on Plaintiffs' application for temporary injunction is set for _____, 2012, at _____ a.m./p.m. The purpose of the hearing shall be to determine whether this temporary restraining order should be made a temporary injunction pending a full trial on the merits.

c. Sets bond at \$ _____.

This order expires on _____, 2012.

PRESIDING JUDGE

OCA- CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY):

12CV1284

COURT (FOR CLERK USE ONLY):

4054e

STYLED:

Josh Belnap & Katherine Belnap v.
Bank of America ReconTrust Company NA Wells Fargo Bank NA
(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment motion for modification or enforcement is filed in a family law case. The information should be the best available at the time of filing. This sheet, approved by the Texas Judicial Council, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

1. Contact information for person completing case information sheet:		Names of parties in case:	Person or entity completing sheet is:
Name: Patrick Hazinec	Email: Pat.Hazinec@rdclerk.com	Plaintiff(s)/Petitioner(s):	<input type="checkbox"/> Attorney-Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other:
Address: 1600 E Hwy 6 Suite 200	Telephone: 281 371 1825	Defendant(s)/Respondent(s):	Additional Parties in Child Support Case: Custodial Parent: Non-Custodial Parent: Presumed Father:
City/State/Zip: Alvin TX 77911	Fax: 281 371 8777		
Signature: [Signature]	State Bar No: 10363850		

2. Indicate case type, or identify the most important issue in the case (select only 1):				
Civil		Family Law		
Contract <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:	Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage:	Real Property <input checked="" type="checkbox"/> Eminent Domain/Condemnation <input checked="" type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input checked="" type="checkbox"/> Other Property: Related to Criminal Matters: <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other:	Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:	
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:	Other Civil <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property	<input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:	Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order	Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input checked="" type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Paternity/Parentage <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child:
Tax: <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	Probate & Mental Health Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship— <input type="checkbox"/> Guardianship— <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:			

 12-CV-1284
 DCINSCF
 Information Sheet — for Case Filing
 403783


3. Indicate procedure or remedy, if applicable (may select more than 1):		
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action	<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover

STAPLE ON OUTSIDE OF FILE UNTIL SERVICE IS ISSUED

REQUEST FOR ISSUANCE OF SERVICE

DATE OF REQUEST May 24 PM 1:50 5-24-12

SERVICE WILL ONLY BE ISSUED UPON PAYMENT OF COST (each citation, writ or TRO \$8.00)

Case Number 12CV1284 in the 405th Court of Galveston County, Texas

Type of service requested – please check each type when requesting multiple service documents

☒ Citation (serves copy of Petition)

☒ Precept (serves copy of a hearing/show cause order or other document)

☒ Temporary Restraining Order/Temporary Injunction

Other – please specify Ex parte Restraining order

ISSUE SERVICE TO:

Name Wells Fargo Bank N.A.

By serving, it's Coronation Service Company

Address 211 E. 7th Street Suite 620

City, State, Zip Austin TX 78701-3218

Upon completion of issuance I request that (check only one) the clerk to

☐ Send to the Galveston County Sheriff

☐ District Clerk to serve via certified mail return receipt requested

☒ Call 2.81 331-1925

for pick up @ phone number _____

☐ Mail to Attorney at address shown in the petition

☐ Send to the Galveston County Constable's office precinct # _____ located at address _____

Date fees paid _____ Amount/Method of payment _____

Signature of attorney requesting issuance of service _____

***Service will not be issued**

12-CV-1284
DCRESERV
Request for Service
403786



72.00
24.00

STAPLE ON OUTSIDE OF FILE UNTIL SERVICE IS ISSUED

MAY 24 PM 1: 50

REQUEST FOR ISSUANCE OF SERVICE

DATE OF REQUEST

5-24-12

SERVICE WILL ONLY BE ISSUED UPON PAYMENT OF COST (each citation, precept or TRO \$38.00)

Case Number 12CV1284 in the 405th Court of Galveston County, Texas

Type of service requested - please check each type when requesting multiple service documents

☒ Citation (serves copy of Petition)

☒ Precept (serves copy of a hearing/show cause order or other document)

☒ Temporary Restraining Order/Temporary Injunction

Other - please specify

Ex parte Restraining Order

ISSUE SERVICE TO:

Name

Recontrast Company N.A.

By serving, it's

agent Stinson Foundation

Address

303 West Wall St

City, State, Zip

Midland TX 79701

Upon completion of issuance I request that (check only one) the clerk to

☐ Send to the Galveston County Sheriff

☐ District Clerk to serve via certified mail return receipt requested

☒ Call 281-391-1325

for pick up @ phone number

☐ Mail to Attorney at address shown in the petition

☐ Send to the Galveston County Constable's office precinct # located at address

Date fees paid

Amount/Method of payment

Signature of attorney requesting issuance of service

**Service will not be is*

12 - CV - 1284
DCRESERV
Request for Service
403787



DORYN DANNER GLENN

24.00

STAPLE ON OUTSIDE OF FILE UNTIL SERVICE IS ISSUED

2012 MAY 24 PM 1:00

REQUEST FOR ISSUANCE OF SERVICE

DATE OF REQUEST

5-24-12

SERVICE WILL ONLY BE ISSUED UPON PAYMENT OF COST (each citation, precept or TRO \$8.00)

Case Number 12CV1284 in the 405th Court of Galveston County, Texas

Type of service requested - please check each type when requesting multiple service documents

☒ Citation (serves copy of Petition)

☒ Precept (serves copy of a hearing/show cause order or other document)

☒ Temporary Restraining Order/Temporary Injunction

Other - please specify Ex parte Restraining Order

ISSUE SERVICE TO:

Name Bank of America

By serving, it's Agent Stinson Foundation

Address 303 West Wall St. Midland TX

City, State, Zip TX 79701

Upon completion of issuance I request that (check only one) the clerk to

☐ Send to the Galveston County Sheriff

☐ District Clerk to serve via certified mail return receipt requested

☒ Call 281-331-1325

for pick up @ phone number

☐ Mail to Attorney at address shown in the petition

☐ Send to the Galveston County Constable's office precinct # _____ located at address _____

Date fees paid

Amount/Method of payment

Signature of attorney requesting issuance of service

*Service will not be issued

12 - CV - 1284
OCRESERV
Request for Service
403789



DORIN DANNER GLENN

24.00

MAY 24 2012

CAUSE NO. 12CV1284JOSH BELKNAP and
KATHERINE BOLAND BELKNAP

Plaintiffs

VS.

BANK OF AMERICA HOME LOANS,
RECONTRUST COMPANY, N.A.,
a Subsidiary of Bank of America, and
WELLS FARGO BANK, N.A., as
Trustee for the Certificate Holders
Merrill Lynch Mortgage Investors Trust

Defendants.

IN THE DISTRICT COURT OF

DORYN DANNER GLENN

GALVESTON COUNTY, TEXAS

405th JUDICIAL DISTRICT**TEMPORARY RESTRAINING ORDER AND
ORDER SETTING HEARING FOR PRELIMINARY INJUNCTION**

After considering Plaintiff, Josh Belknap and Katherine Boland Belknap's application for temporary restraining order, the pleadings, the affidavits, and arguments of counsel, the Court finds there is evidence that harm is imminent to Plaintiffs, and if the Court does not issue the temporary restraining order, Plaintiffs will be irreparably injured unless the foreclosure sale is restrained and enjoined. The foreclosure sale will deprive the Plaintiffs of the use and enjoyment of the property, which is now used to house the Plaintiffs. Additionally, the Plaintiffs will lose the right to sell or mortgage the property at some future date and will not obtain full benefit of the appreciated value.

An ex parte order, without notice to Defendants is necessary because there was not enough time to give notice to Defendants, hold a hearing, and issue a restraining order before the irreparable injury, loss, or damage would occur.

12 - CV - 1284
DCTERO
Temporary Restraining Order
403961



Therefore, by this order, the court does the following:

a. Restrains Defendants, Bank of America Home Loans, Recontrust Company, N.A., a Subsidiary of Bank of America and Wells Fargo Bank, N.A., as Trustee for the Certificate Holders Merrill Lynch Mortgage Investors Trust or anyone else at their direction from directly or indirectly selling or attempting to sell the trust property on June 5, 2012, under the power of sale contained in the deed of trust, and any such Tuesday thereafter Said property is described as follows:

1.556 acre tract of land and being the west 250 feet of the east 450 feet of lot 6, in block 38, of Alcoa suburbs addition, in Galveston County, Texas, according to the revised map thereof recorded in Volume 238, Page 1 of the map records and transferred to plat record 1, Map No. 1, 80th of the map records of Galveston County, Texas. Also known as 18921 Cammie Road Alvin Texas 77511.

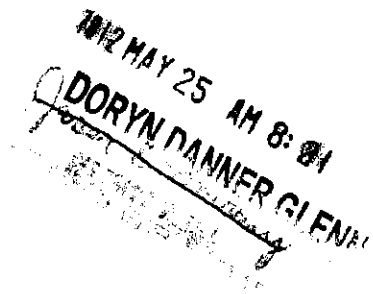
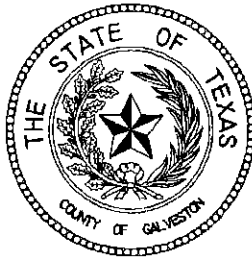
b. Order the clerk to issue notice to Defendants that the hearing on Plaintiffs' application for temporary injunction is set for June 5, 2012, at 3:00 ~~a.m.~~ p.m. The purpose of the hearing shall be to determine whether this temporary restraining order should be made a temporary injunction pending a full trial on the merits.

c. Sets bond at \$ 956.00

This order expires on May 24, 2012.

Frank Harrison
PRESIDING JUDGE - acting

Cash in Lieu of Bond



Chief Deputy

Doryn Danner Glenn
DISTRICT CLERK
GALVESTON COUNTY, TEXAS

Galveston County Office
600 59th Street, Rm. 4001
Galveston, TX 77551
Phone (409) 766-2424
Fax (409) 766-2292

League City Office
174 Calder Rd.
League City, TX 77573
Phone (281) 316-8729
Fax (409) 766-2292

BOND

I, **Doryn Danner Glenn**, District Clerk of Galveston County, Texas, do hereby certify that Josh Belknap, et al, Plaintiff in cause number 12-CV-1284, styled:

Josh Belknap, et al vs. Bank of America Home Loans, et al

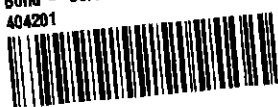
in lieu of bond, therein, has deposited with me cash lieu of bond in the amount of \$956.00 as set by the Court in its Order OR cash in lieu of bond as required for superseding the Judgment pending appeal

WITNESS MY HAND AND SEAL OF OFFICE, this on this the 25th day of May, 2012

Doryn Danner Glenn, District Clerk
Galveston County, Texas

By: *Rick Whelton*, Deputy
Rick Whelton



12 - CV - 1284
DC80CCIL
Bond - Certificate of Cash in Lieu of
404201


TEMPORARY RESTRAINING ORDER

THE STATE OF TEXAS

CAUSE NO. 12-CV-1284 - 405th District Court

JOSH BELKNAP, ET AL -VS- BANK OF AMERICA HOME LOANS, ET AL

TO: **BANK OF AMERICA HOME LOANS**, Upon Whom Process of Service may be had by Serving it: **REGISTERED AGENT, STINSON FOUNDATION, 303 WEST WALL STREET, MIDLAND, TEXAS 79701.**

WHEREAS, Josh Belknap, filed Original Petition - OCA Request for Equitable Relief, Request for Temporary and Permanent Injunctions and Request for Disclosure in 405th District Court in and for Galveston County, Texas, on the 24th day of May, 2012 in a suit numbered 12-CV-1284, on the Docket of this Court, wherein Josh Belknap and Katherine Boland Belknap are plaintiff(s) and Bank of America Home Loans, Recontrust Company, N.A., a Subsidiary of Bank of America and Wells Fargo Bank, N.A., as Trustee for the Certificate Holders Merrill Lynch Mortgage Investors Trust are defendant(s), a true and correct copy of the Original Petition - OCA Request for Equitable Relief, Request for Temporary and Permanent Injunctions and Request for Disclosure is attached to a true copy of this Writ and made a part thereof.

AND WHEREAS, THE HONORABLE, Acting Judge, Frank Carmona of said Court, has made upon said Original Petition - OCA Request for Equitable Relief, Request for Temporary and Permanent Injunctions and Request for Disclosure fiat, a true and correct copy of said fiat is also attached to this Writ and made a part thereof.

NOW, THEREFORE YOU, **Bank of America Home Loans** are hereby temporarily enjoined and restrained from:

SEE ATTACHED ORDER

WHEREAS THE SAID **Josh Belknap, et al** has executed and filed with the Clerk of this Court **Cash in Lieu of Bond** which has been approved in the sum of **\$ 956.00** payable and conditioned as required by law and order of the Judge.

YOU ARE FURTHER NOTIFIED TO BE AND APPEAR BEFORE **405th District Court** and for Galveston County, Texas, at the Courthouse in the City of Galveston, Texas, on **Tuesday the 5th day of June, 2012 at 3:00pm**, to show cause, if any you have, why this injunction should not be granted, effective until final decree of this suit.

WITNESS, Doryn Danner Glenn, CLERK, District Courts, in and for Galveston County, Texas, on **this the 25th day of May, 2012.**

Given under my hand and seal of said court at Galveston, Texas, on **this the 25th day of May, 2012.**

ATTEST:

Doryn Danner Glenn, District Clerk
Galveston County, Texas

By: _____, Deputy
Shailja Dixit

OFFICER'S OR AUTHORIZED & DISINTERESTED PERSON'S RETURN

Came to hand on _____ day of _____, 20__ at _____ o'clock _____ M. and executed in _____ County, Texas by delivering to the within named **Bank of America Home Loans**, by serving in person or by registered or certified mail, return receipt requested, a true copy of this Writ, with the date of delivery endorsed thereon, together with the accompanying true and correct copy of the Temporary Restraining Order, at the following times and places, to-wit:

Name	Date	Time of Service	Place

Fee - Serving: _____

Amount: _____

Name of Officer or Authorized & Disinterested Person

County, Texas

By _____

Signature of Deputy or Authorized & Disinterested Person

Authorized & Disinterested Person's Verification:

On this day personally appeared _____, known to me to be the person whose signature appears on the foregoing return. After being duly sworn by me, he/she stated that this Writ was executed by him/her in the exact manner recited on the return.

Sworn to and subscribed before me, on this _____ day of _____, 20__.

Notary's Name Printed _____

Notary Public In and for the State of Texas _____

Commission Expires _____

12 - CV - 1284

DCCL188

Citation Issuance - Work Product
404421

TEMPORARY RESTRAINING ORDER

THE STATE OF TEXAS

CAUSE NO. 12-CV-1284 - 405th District Court

JOSH BELKNAP, ET AL -VS- BANK OF AMERICA HOME LOANS, ET AL

TO: Recontrust Company NA a subsidiary of Bank of America, Upon Whom Process of Service may be had by Serving its, Registered Agent, Stinson Foundation, 303 West Wall Street, Midland, Texas 79701.

WHEREAS, Josh Belknap, filed Original Petition – OCA Request for Equitable Relief, Request for Temporary and Permanent Injunctions and Request for Disclosure in 405th District Court in and for Galveston County, Texas, on the 24th day of May, 2012 in a suit numbered 12-CV-1284, on the Docket of this Court, wherein Josh Belknap and Katherine Boland Belknap are plaintiff(s) and Bank of America Home Loans, Recontrust Company, N.A., a Subsidiary of Bank of America and Wells Fargo Bank, N.A., as Trustee for the Certificate Holders Merrill Lynch Mortgage Investors Trust are defendant(s), a true and correct copy of the Original Petition – OCA Request for Equitable Relief, Request for Temporary and Permanent Injunctions and Request for Disclosure is attached to a true copy of this Writ and made a part thereof.

AND WHEREAS, THE HONORABLE, Acting Judge, Frank Carmona of said Court, has made upon said Original Petition – OCA Request for Equitable Relief, Request for Temporary and Permanent Injunctions and Request for Disclosure fiat, a true and correct copy of said fiat is also attached to this Writ and made a part thereof.

NOW, THEREFORE YOU, **Recontrust Company, N.A., a subsidiary of Bank of America** are hereby temporarily enjoined and restrained from:

SEE ATTACHED ORDER

WHEREAS THE SAID **Josh Belknap, et al** has executed and filed with the Clerk of this Court **Cash in Lieu of Bond** which has been approved in the sum of \$ **950.00** payable and conditioned as required by law and order of the Judge.

YOU ARE FURTHER NOTIFIED TO BE AND APPEAR BEFORE **405th District Court** and for Galveston County, Texas, at the Courthouse in the City of Galveston, Texas, on, **Tuesday the 5th day of June, 2012 at 3:00pm**, to show cause, if any you have, why this injunction should not be granted, effective until final decree of this suit.

WITNESS, Doryn Danner Glenn, CLERK, District Courts, in and for Galveston County, Texas, on **this the 25th day of May, 2012.**

Given under my hand and seal of said court at Galveston, Texas, on **this the 25th day of May, 2012.**

ATTEST:

Doryn Danner Glenn, District Clerk
Galveston County, Texas

By: _____, Deputy
Shailja Dixit

OFFICER'S OR AUTHORIZED & DISINTERESTED PERSON'S RETURN

Came to hand on _____ day of _____, 20____ at _____ o'clock _____ M. and executed in _____ County, Texas by delivering to the within named **Recontrust Company, N.A., a subsidiary of Bank of America**, by serving in person or by registered or certified mail, return receipt requested, a true copy of this Writ, with the date of delivery endorsed thereon, together with the accompanying true and correct copy of the Temporary Restraining Order, at the following times and places, to-wit:

Name	Date	Time of Service	Place

Fee – Serving: _____

Amount: _____

Name of Officer or Authorized & Disinterested Person

County, Texas

By _____

Signature of Deputy or Authorized & Disinterested Person

Authorized & Disinterested Person's Verification:

On this day personally appeared _____, known to me to be the person whose signature appears on the foregoing return. After being duly sworn by me, he/she stated that this Writ was executed by him/her in the exact manner recited on the return.

Sworn to and subscribed before me, on this _____ day of _____, 20____.

Notary's Name Printed _____

Notary Public In and for the State of Texas _____

Commission Expires _____

TEMPORARY RESTRAINING ORDER

THE STATE OF TEXAS

CAUSE NO. 12-CV-1284 - 405th District Court

JOSH BELKNAP, ET AL -VS- BANK OF AMERICA HOME LOANS, ET AL

TO: Wells Fargo Bank N.A., as Trustee for the Certificate Holders Merrill Lynch Mortgage Investor Trust, C/O. Registered Agent, Corporation Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218.

WHEREAS, Josh Belknap, filed Original Petition - OCA Request for Equitable Relief, Request for Temporary and Permanent Injunctions and Request for Disclosure in 405th District Court in and for Galveston County, Texas, on the 24th day of May, 2012 in a suit numbered 12-CV-1284, on the Docket of this Court, wherein Josh Belknap and Katherine Boland Belknap are plaintiff(s) and Bank of America Home Loans, ReconTrust Company, N.A., a Subsidiary of Bank of America and Wells Fargo Bank, N.A., as Trustee for the Certificate Holders Merrill Lynch Mortgage Investors Trust are defendant(s), a true and correct copy of the Original Petition - OCA Request for Equitable Relief, Request for Temporary and Permanent Injunctions and Request for Disclosure is attached to a true copy of this Writ and made a part thereof.

AND WHEREAS, THE HONORABLE, Acting Judge, Frank Carmona of said Court, has made upon said Original Petition - OCA Request for Equitable Relief, Request for Temporary and Permanent Injunctions and Request for Disclosure fiat, a true and correct copy of said fiat is also attached to this Writ and made a part thereof.

NOW, THEREFORE YOU, Wells Fargo Bank, N.A., as Trustee for the Certificate Holders Merrill Lynch Mor are hereby temporarily enjoined and restrained from:

SEE ATTACHED ORDER

WHEREAS THE SAID Josh Belknap, et al has executed and filed with the Clerk of this Court Cash in Lieu of Bond which has been approved in the sum of \$ 956.00 payable and conditioned as required by law and order of the Judge.

YOU ARE FURTHER NOTIFIED TO BE AND APPEAR BEFORE 405th District Court and for Galveston County, Texas, at the Courthouse in the City of Galveston, Texas, on , Tuesday the 5th day of June, 2012 at 3:00pm, to show cause, if any you have, why this injunction should not be granted, effective until final decree of this suit.

WITNESS, Doryn Danner Glenn, CLERK, District Courts, in and for Galveston County, Texas, on this the 25th day of May, 2012.

Given under my hand and seal of said court at Galveston, Texas, on this the 25th day of May, 2012.

ATTEST:

Doryn Danner Glenn, District Clerk
Galveston County, Texas

By: _____, Deputy

Shailja Dixit

OFFICER'S OR AUTHORIZED & DISINTERESTED PERSON'S RETURN

Came to hand on _____ day of _____, 20__ at _____ o'clock _____ M. and executed in _____ County, Texas by delivering to the within named Wells Fargo Bank, N.A., as Trustee for the Certificate Holders Merrill Lynch Mor, by serving in person or by registered or certified mail, return receipt requested, a true copy of this Writ, with the date of delivery endorsed thereon, together with the accompanying true and correct copy of the Temporary Restraining Order, at the following times and places, to-wit:

Name	Date	Time of Service	Place

Fee - Serving: _____

Amount: _____

Name of Officer or Authorized & Disinterested Person

County, Texas

By _____

Signature of Deputy or Authorized & Disinterested Person

Authorized & Disinterested Person's Verification:

On this day personally appeared _____, known to me to be the person whose signature appears on the foregoing return. After being duly sworn by me, he/she stated that this Writ was executed by him/her in the exact manner recited on the return.

Sworn to and subscribed before me, on this _____ day of _____, 20__.

Notary's Name Printed _____

Notary Public In and for the State of Texas _____

Commission Expires _____

CITATION WITH TRO

THE STATE OF TEXAS

CAUSE NO. 12-CV-1284 - 405th District Court

JOSH BELKNAP, ET AL -VS- BANK OF AMERICA HOME LOANS, ET AL

TO: **BANK OF AMERICA HOME LOANS**, Upon Whom Process of Service may be had by Serving it: **REGISTERED AGENT, STINSON FOUNDATION, 303 WEST WALL STREET, MIDLAND, TEXAS 79701.**

Greetings:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days from the date you were served this citation and petition/motion, a default judgment may be taken against you. Said written answer may be filed by mailing same to: District Clerk's Office, 600 59th Street, Suite 4001, Galveston, Texas 77551-2388. The case is presently pending before the 405th District Court of Galveston County sitting in Galveston, Texas, and the **Original Petition - OCA Request for Equitable Relief, Request for Temporary and Permanent Injunctions and Request for Disclosure** was filed on this the 24th day of May, 2012. It bears cause number 12-CV-1284 and see the attached petition/motion for named parties to the suit.

The name and address of the Movant or the attorney of record is:

Robert D. Clements, Attorney
1600 E. Highway 6, Suite 318
Alvin, Texas 77511

The nature of the demands of said Movant is shown by a true and correct copy of the **Original Petition - OCA Request for Equitable Relief, Request for Temporary and Permanent Injunctions and Request for Disclosure** and made a part hereof.

If this citation is not served, it shall be returned unserved.

Issued and given under my hand and the seal of said court at Galveston, Texas, on this the 25th day of May, 2012.

ATTEST:

Doryn Danner Glenn, District Clerk
 Galveston County, Texas

By: _____, Deputy
Shailja Dixit



NOTE: Status Conference Set:
08/23/2012 at 9:30am; SEE ATTACHED FORM

OFFICER'S OR AUTHORIZED & DISINTERESTED PERSON'S RETURN

Came to hand on _____ day of _____, 20____ at _____ o'clock _____ M. and executed in _____ County, Texas by delivering to the within named **BANK OF AMERICA HOME LOANS**, by serving in person or by registered or certified mail, return receipt requested, a true copy of this citation, with the date of delivery endorsed thereon, together with the accompanying true and correct copy of the **Original Petition - OCA Request for Equitable Relief, Request for Temporary and Permanent Injunctions and Request for Disclosure**, at the following times and places, to-wit:

Name	Date	Time of Service	Place

Fee - Serving: _____

Amount: _____

Name of Officer or Authorized & Disinterested Person

County, Texas

By

Signature of Deputy or Authorized & Disinterested Person

Authorized & Disinterested Person's Verification:

On this day personally appeared _____, known to me to be the person whose signature appears on the foregoing return. After being duly sworn by me, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

Sworn to and subscribed before me, on this _____ day of _____, 20____.

Notary's Name Printed _____

Notary Public In and for the State of Texas _____

Commission Expires _____

12-CV-1284
 DCTEROI
 Temporary Restraining Order - Issued - OCA
 404422



CITATION WITH TRO

THE STATE OF TEXAS

CAUSE NO. 12-CV-1284 - 405th District Court

JOSH BELKNAP, ET AL -VS- BANK OF AMERICA HOME LOANS, ET AL

TO: Reconstrust Company NA a subsidiary of Bank of America, Upon Whom Process of Service may be had by Serving its, Registered Agent, **Stinson Foundation, 303 West Wall Street, Midland, Texas 79701.**

Greetings:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days from the date you were served this citation and petition/motion, a default judgment may be taken against you. Said written answer may be filed by mailing same to: District Clerk's Office, 600 59th Street, Suite 4001, Galveston, Texas 77551-2388. The case is presently pending before the **405th District Court** of Galveston County sitting in Galveston, Texas, and the **Original Petition - OCA Request for Equitable Relief, Request for Temporary and Permanent Injunctions and Request for Disclosure** was filed on this the 24th day of May, 2012. It bears cause number 12-CV-1284 and see the attached petition/motion for named parties to the suit.

The name and address of the Movant or the attorney of record is:

Robert D. Clements, Attorney
1600 E. Highway 6, Suite 318
Alvin, Texas 77511

The nature of the demands of said Movant is shown by a true and correct copy of the **Original Petition - OCA Request for Equitable Relief, Request for Temporary and Permanent Injunctions and Request for Disclosure** and made a part hereof.

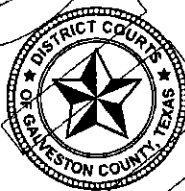
If this citation is not served, it shall be returned unserved.

Issued and given under my hand and the seal of said court at Galveston, Texas, on this the 25th day of May, 2012.

ATTEST:

Doryn Danner Glenn, District Clerk
 Galveston County, Texas

By: _____, Deputy
Shailja Dixit



NOTE: Status Conference Set:
08/23/2012 at 9:30am; SEE ATTACHED FORM

OFFICER'S OR AUTHORIZED & DISINTERESTED PERSON'S RETURN

Came to hand on _____ day of _____, 20____ at _____ o'clock _____ M. and executed in _____ County, Texas by delivering to the within named **Reconstrust Company, N.A. a subsidiary of Bank of America**, by serving in person or by registered or certified mail, return receipt requested, a true copy of this citation, with the date of delivery endorsed thereon, together with the accompanying true and correct copy of the **Original Petition - OCA Request for Equitable Relief, Request for Temporary and Permanent Injunctions and Request for Disclosure**, at the following times and places, to-wit:

Name	Date	Time of Service	Place

Fee - Serving: _____

Amount: _____

 Name of Officer or Authorized & Disinterested Person

 County, Texas

By _____

 Signature of Deputy or Authorized & Disinterested Person

Authorized & Disinterested Person's Verification:

On this day personally appeared _____, known to me to be the person whose signature appears on the foregoing return. After being duly sworn by me, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

Sworn to and subscribed before me, on this _____ day of _____, 20____.

Notary's Name Printed _____

Notary Public In and for the State of Texas _____

Commission Expires _____

CITATION WITH TRO

THE STATE OF TEXAS

CAUSE NO. 12-CV-1284 - 405th District Court

JOSH BELKNAP, ET AL -VS- BANK OF AMERICA HOME LOANS, ET AL

TO: Wells Fargo Bank N.A., as Trustee for the Certificate Holders Merrill Lynch Mortgage Investor Trust, Upon Whom Process of Service may be had by Serving its: Registered Agent, Corporation Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218.

Greetings:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days from the date you were served this citation and petition/motion, a default judgment may be taken against you. Said written answer may be filed by mailing same to: District Clerk's Office, 600 59th Street, Suite 4001, Galveston, Texas 77551-2388. The case is presently pending before the 405th District Court of Galveston County sitting in Galveston, Texas, and the **Original Petition - OCA Request for Equitable Relief, Request for Temporary and Permanent Injunctions and Request for Disclosure** was filed on this the 24th day of May, 2012. It bears cause number 12-CV-1284 and see the attached petition/motion for named parties to the suit.

The name and address of the Movant or the attorney of record is:

Robert D. Clements, Attorney
1600 E. Highway 6, Suite 318
Alvin, Texas 77511

The nature of the demands of said Movant is shown by a true and correct copy of the **Original Petition - OCA Request for Equitable Relief, Request for Temporary and Permanent Injunctions and Request for Disclosure** and made a part hereof.

If this citation is not served, it shall be returned unserved.

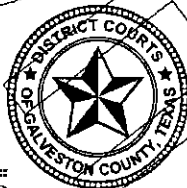
Issued and given under my hand and the seal of said court at Galveston, Texas, on this the 25th day of May, 2012.

ATTEST:

Doryn Danner Glenn, District Clerk
Galveston County, Texas

By: _____, Deputy
Shailja Dixit

NOTE: Status Conference Set:
08/23/2012 at 9:30am; SEE ATTACHED FORM



OFFICER'S OR AUTHORIZED & DISINTERESTED PERSON'S RETURN

Came to hand on _____ day of _____, 20____ at _____ o'clock _____ M. and executed in _____ County, Texas by delivering to the within named **Wells Fargo Bank, N.A., as Trustee for the Certificate Holders Merrill Lynch Mor**, by serving in person or by registered or certified mail, return receipt requested, a true copy of this citation, with the date of delivery endorsed thereon, together with the accompanying true and correct copy of the **Original Petition - OCA Request for Equitable Relief, Request for Temporary and Permanent Injunctions and Request for Disclosure**, at the following times and places, to-wit:

Name	Date	Time of Service	Place

Fee - Serving: _____

Amount: _____

Name of Officer or Authorized & Disinterested Person

County, Texas

By _____

Signature of Deputy or Authorized & Disinterested Person

Authorized & Disinterested Person's Verification:

On this day personally appeared _____, known to me to be the person whose signature appears on the foregoing return. After being duly sworn by me, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

Sworn to and subscribed before me, on this _____ day of _____, 20____.

Notary's Name Printed _____

Notary Public In and for the State of Texas _____

Commission Expires _____

PRECEPT NO HEARING

THE STATE OF TEXAS

CAUSE NO. 12-CV-1284 - 405th District Court

Josh Belknap, et al vs. Bank of America Home Loans, et al

COPY

To any Sheriff or any Constable within the State of Texas, GREETING:

YOU ARE HEREBY COMMANDED that without delay you serve

Bank of America Home Loans
 c/o Registered Agent, Stinson Foundation
 303 West Wall Street
 Midland, TX 79701

with accompanying copy of Original Petition - OCA Request for Equitable Relief, Request for Temporary and Permanent Injunction and Request for Disclosure; Temporary Restraining Order and Order Setting Hearing for Preliminary Injunction in the above entitled cause.

HEREIN FAIL NOT, but of this Writ make due return, within five days after service, certifying how you executed same.

WITNESS, Doryn Danner Glenn, CLERK, District Courts, in and for Galveston County, Texas.

Given under my hand and the seal of said court at Galveston, Texas on this the 25th day of May, 2012.

ATTEST:

Doryn Danner Glenn, District Clerk
 Galveston County, Texas



By: _____, Deputy
 Shailja Dixit

OFFICER'S OR AUTHORIZED & DISINTERESTED PERSON'S RETURN

Came to hand on the _____ day of _____, 20____, at _____ o'clock _____ M., and executed by delivering a copy of this precept to the within-named _____, in person in _____, Galveston County, Texas, on the _____ day of _____, 20____ at _____ o'clock _____ M.
 Not executed as to the witness _____ for the following reasons: _____

Fee - Serving: _____

Amount: _____

Name of Officer or Authorized & Disinterested Person

County, Texas

By: _____
 Signature of Deputy or Authorized & Disinterested Person

12 - CV - 1284
 DCPRI
 Precept Issued - Work Product
 404429



PRECEPT NO HEARING

THE STATE OF TEXAS

CAUSE NO. 12-CV-1284 - 405th District Court

Josh Belknap, et al vs. Bank of America Home Loans, et al

To any Sheriff or any Constable within the State of Texas, GREETING:

YOU ARE HEREBY COMMANDED that without delay you serve

Recontrust Company, N.A. a subsidiary of Bank of America
c/o Registered Agent Stinson Foundation
303 West Wall Street
Midland, Texas 79701

with accompanying copy of **Original Petition - OCA Request for Equitable Relief, Request for Temporary and Permanent Injunction and Request for Disclosure; Temporary Restraining Order and Order Setting Hearing for Preliminary Injunction** in the above entitled cause.

HEREIN FAIL NOT, but of this Writ make due return, within five days after service, certifying how you executed same.

WITNESS, Doryn Danner Glenn, CLERK, District Courts, in and for Galveston County, Texas.

Given under my hand and the seal of said court at Galveston, Texas on this the 25th day of May, 2012.

ATTEST:
Doryn Danner Glenn, District Clerk
Galveston County, Texas



By: _____, Deputy
Shailja Dixit

OFFICER'S OR AUTHORIZED & DISINTERESTED PERSON'S RETURN

Came to hand on the _____ day of _____, 20____, at _____ o'clock _____ M., and executed by delivering a copy of this precept to the within-named _____, in person in _____, Galveston County, Texas, on the _____ day of _____, 20____ at _____ o'clock _____ M.

Not executed as to the witness _____ for the following reasons: _____

Fee - Serving: _____

Amount: _____

Name of Officer or Authorized & Disinterested Person

County, Texas

By: _____
Signature of Deputy or Authorized & Disinterested Person

PRECEPT NO HEARING

THE STATE OF TEXAS

CAUSE NO. 12-CV-1284 - 405th District Court

Josh Belknap, et al vs. Bank of America Home Loans, et al

To any Sheriff or any Constable within the State of Texas, GREETING:

YOU ARE HEREBY COMMANDED that without delay you serve

Wells Fargo Bank, N.A. as Trustee for the Certificate Holders Merrill Lynch Mortgage Investor Trust
c/o Registered Agent, Corporation Service Company
211 E. 7th Street, Suite 620
Austin, Texas 78701-3218

with accompanying copy of **Original Petition – OCA Request for Equitable Relief, Request for Temporary and Permanent Injunction and Request for Disclosure; Temporary Restraining Order and Order Setting Hearing for Preliminary Injunction** in the above entitled cause.

HEREIN FAIL NOT, but of this Writ make due return, within five days after service, certifying how you executed same.

WITNESS, Doryn Danner Glenn, CLERK, District Courts, in and for Galveston County, Texas.

Given under my hand and the seal of said court at Galveston, Texas on this the 25th day of May, 2012.

ATTEST:
Doryn Danner Glenn, District Clerk
Galveston County, Texas



By: _____, Deputy
Shailja Dixit

OFFICER'S OR AUTHORIZED & DISINTERESTED PERSON'S RETURN

Came to hand on the _____ day of _____, 20____, at _____ o'clock _____ M., and executed by delivering a copy of this precept to the within-named _____, in person in _____, Galveston County, Texas, on the _____ day of _____, 20____ at _____ o'clock _____ M.
Not executed as to the witness _____ for the following reasons: _____

Fee – Serving: _____

Amount: _____

Name of Officer or Authorized & Disinterested Person

County, Texas

By: _____
Signature of Deputy or Authorized & Disinterested Person

Doryn Danner Glenn
CLERK DISTRICT COURT
FILED

JUN 06 2012

GALVESTON COUNTY TEXAS

BY _____ DEPUTY

CAUSE NO. 12CV1284

**JOSH BELKNAP and
KATHERINE BOLAND BELKNAP**

Plaintiffs

VS.

**BANK OF AMERICA HOME LOANS,
RECONTRUST COMPANY, N.A.,
a Subsidiary of Bank of America, and
WELLS FARGO BANK, N.A., as
Trustee for the Certificate Holders
Merrill Lynch Mortgage Investors Trust**

Defendants.

IN THE DISTRICT COURT OF

GALVESTON COUNTY, TEXAS

405TH JUDICIAL DISTRICT

EXTENTION OF TIME OF May 24, 2012 TEMPORARY RESTRAINING ORDER

On June 5, 2012 at 3:00 pm after considering Plaintiffs' application for Temporary Restraining Order, Temporary Injunction, the pleadings, the affidavits, and arguments of counsel, the Court finds there is evidence that harm is imminent and irreparable to Plaintiffs, and if the Court does not issue the Temporary Restraining Order, Plaintiffs will be irreparably harmed if the subject property is sold by the Galveston County Sheriff's office on June 5, 2012.

1.556 acre tract of land and being the west 250 feet of the east 450 feet of lot 6, in block 38, of Algoa suburbs addition, in Galveston County, Texas, according to the revised map thereof recorded in Volume 238, Page 1 of the map records and transferred to plat record 1, Map No. 1, 80th of the map records of Galveston County, Texas. Also known as 18921 Cammie Road, Alvin, Texas 77511.

An ex parte order EXTENTION of the May 24, 2012 Original Restraining Order for an additional (14) fourteen days, without notice to Defendants, is necessary because there was not enough time to give notice to Defendants, hold a hearing, and issue a restraining order before the irreparable injury, loss, or damage may occur. Specifically, the selling, transferring or otherwise

12-CV-1284
DCORETRO
Order to Extend Temporary Restraining Order
413392



encumbering the personal real property located at 18921 Cammie Road, Alvin, Texas, would cause irreparable injury to Plaintiffs.

Therefore, by this Order, the Court does the following:

a. Restrains the Defendants, and/or Galveston County Sheriff's Department from selling, transferring or otherwise encumbering any of the real property of Plaintiffs on June 5, 2012.

b. The Court has set a bond which has been posted by cash.

c. Extends this Temporary Restraining Order until June 20, 2012.

SIGNED on the 6th day of June, 2012, at 4:30 a.m. Q.M.


PRESIDING JUDGE

Filed
12 June 22 A11:53
Doryn Danner Glenn
District Clerk
Galveston District

CAUSE NO. 12-CV-1284

**JOSH BELKNAP and KATHERINE
BOLAND BELKNAP**

Plaintiffs,

V.

**THE BANK OF AMERICA HOME
LOANS, RECONSTRUCT COMPANY,
N.A., a Subsidiary of Bank of America, and
WELLS FARGO BANK, N.A., as Trustee
for the Certificate Holders Merrill Lynch
Mortgage Investors Trust**

Defendants.

IN THE DISTRICT COURT OF

GALVESTON COUNTY, TEXAS

405TH JUDICIAL DISTRICT

**DEFENDANTS' ANSWER AND SPECIAL EXCEPTIONS TO PLAINTIFFS'
ORIGINAL PETITION**

COMES NOW, Defendants Bank of America, N.A. ("Bank of America"), incorrectly named The Bank of America Home Loans, Reconstruct Company ("Reconstruct"), and Wells Fargo Bank, N.A. ("Wells Fargo") (collectively, "Defendants"), in the above entitled and numbered cause and files this its Special Exception to Plaintiffs' Original Petition, Request for Equitable Relief, Request for Temporary and Permanent Injunctions and Request for Disclosure ("Original Petition") and would respectfully show the Court as follows:

I. GENERAL DENIAL

1. Defendants generally deny each and every claim, charge, and allegation contained in Plaintiffs' Original Petition as provided by Rule 92 of the TEXAS RULES OF CIVIL PROCEDURE, and requests that the Court require Plaintiffs to prove their claims by a preponderance of the credible evidence.

II. SPECIAL EXCEPTIONS

2. Defendant specially excepts to the sections of Plaintiffs' Original Petition entitled "Inadequate Remedy at Law" and "Prayer" with regard to the damages claimed because

Plaintiffs do not state the maximum amount of damages they seek from Defendants. The Texas Supreme Court has consistently held that a plaintiff must plead with enough specificity to allow a defendant to ascertain from the pleading the nature and basic issues of the plaintiff's claim.¹ Although a plaintiff is not required to detail the evidence in its petition, the plaintiff is required to give fair notice of the facts.² These general principles also extend to the amount of damages pled for by a plaintiff.³ Accordingly, the amount of damages pled for by a plaintiff must provide fair notice to the defendant of the facts serving as the basis for those damages.

3. Plaintiffs have not alleged specific damages of which they allege they sustained; instead, Plaintiffs merely state they have sustained damages in "be awarded other -and further relief to which the Plaintiffs may be justly entitled," and "Damages in an amount greatly exceeding the minimum jurisdictional limits of this Court."⁴ Plaintiffs should be required to replead the pertinent sections with the maximum amount of damages they seek from Defendants in order to provide Defendants with fair notice of their alleged actual damages.

4. Defendants specially excepts to the entirety of the petition in that it fails to state a cause of action upon which a claim for relief, in equity or in law, could be founded upon. None of the sections present in the Original Petition⁵ delineate a cognizable cause of action recognized by the courts of the State of Texas. Defendants are unable to specifically identify any missing elements of Plaintiffs' causes of action because Plaintiffs plead no causes of action. While it is evident that Plaintiffs are requesting a temporary injunction, under Texas law, a request for injunctive relief, absent a cause of action supporting entry of a judgment, is fatally defective and

¹ See *Horizon v. Auld*, 34 S.W.3d 887, 896-97 (Tex. 2000).

² TEX. R. CIV. P. 47(a).

³ See e.g., *City of Wichita Falls v. Dye*, 517 S.W.2d 680, 682 (Tex. App.—Fort Worth 1974, writ ref'd n.r.e.).

⁴ Plaintiffs' Original Petition p.5-7.

⁵ The sections of Plaintiffs' Original Petition are given titles such as "Probably Irreparable Harm" and are neither numbered nor otherwise easily designated, and as near as Defendants can ascertain Defendants are specially excepting to paragraphs 6 through 12.

does not state a claim.⁶ Because Plaintiffs have failed to adequately plead any recognizable cause of action, they should be ordered to re-plead with particularity the causes of action they wish to allege. A petition that is not properly amended to state the maximum amount of damages the plaintiff is seeking may be dismissed,⁷ and should Plaintiffs fail to amend, Defendants request dismissal.

III. CONCLUSION

Plaintiffs have failed to plead any recognized cause of action nor have they given sufficient notice of the factual and legal basis upon which they base their claims for damages, and, therefore, Defendants cannot adequately prepare their defense. Defendants request this Court to require the Plaintiffs to re-plead their Original Petition to provide Defendant with their causes of action and notice of the damages they allegedly sustained.

IV. PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendants pray that its Special Exceptions to Plaintiffs' Original Petition be sustained and for such other and further relief, both specific and general, at law and in equity, to which it may be entitled.

⁶ *Butanaru v. Ford Motor Co.*, 84 S.W.3d 198, 210 (Tex. 2002).

⁷ *McCaskell v. Methodist Hosp.*, 836 S.W.2d 519 (Tex. App. – Houston [1st Dist.] 1993, no writ); *Perry v. Cohen*, 2007 WL 28157 *3 (Tex. App. – Austin).

Respectfully submitted,

McGLINCHEY STAFFORD, PLLC

By: /s/ Matt D. Manning

JEFFREY R. SEEWALD
State Bar No. 17986640
McGLINCHEY STAFFORD, PLLC
1001 McKinney, Suite 1500
Houston, TX 77002
Telephone : (713) 520-1900
Facsimile: (713) 520-1025
jseewald@mcglinchey.com

MATT D. MANNING
State Bar No. 24070210
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Houston, TX 77002
Telephone: (713) 520-1900
Facsimile: (713) 520-1025
mmanning@mcglinchey.com

ATTORNEYS FOR DEFENDANTS BANK
OF AMERICA, N.A.

CERTIFICATE OF SERVICE

I certify that a correct copy of the foregoing has been served on all parties in interest by facsimile, in accordance with the Texas Rules of Civil Procedure on this the 22nd day of June, 2012 as follows:

Via Facsimile (281) 331-8777

Robert D. Clements, Jr.
Chris R. Lay
Melissa Krampota
Patrick "Pat" Huzinec
Law Office of Robert D. Clements, Jr. & Assoc.
1600 E. Highway 6, Suite 318
Alvin, Texas 77511
Phone: (281) 331-1325
Fax: (281) 331-8777

/s/ Matt D. Manning
Matt D. Manning

CAUSE NO. 12-CV-1284

JOSH BELKNAP and KATHERINE
BOLAND BELKNAP

Plaintiffs,

V.

THE BANK OF AMERICA HOME
LOANS, RECONSTRUCT COMPANY,
N.A., a Subsidiary of Bank of America, and
WELLS FARGO BANK, N.A., as Trustee
for the Certificate Holders Merrill Lynch
Mortgage Investors Trust

Defendants.

IN THE DISTRICT COURT OF

GALVESTON COUNTY, TEXAS

405TH JUDICIAL DISTRICT

**ORDER GRANTING DEFENDANT'S SPECIAL EXCEPTIONS
TO PLAINTIFFS' ORIGINAL PETITION**

On this day came on to be heard Defendants Bank of America, N.A. ("Bank of America"), incorrectly named The Bank of America Home Loans, Reconstruct Company ("Reconstruct"), and Wells Fargo Bank, N.A.'s ("Wells Fargo") (collectively, "Defendants") Special Exceptions to Plaintiffs' Original Petition and the Court, having considered same, is of the opinion that Defendants' motion should be granted. It is, therefore.

ORDERED, ADJUDGED AND DECREED that Defendants' Special Exceptions are granted in full. Plaintiffs are hereby ORDERED to amend their petition pursuant to Defendants' Special Exceptions within ____ days of the signing of this order. Should Plaintiffs fail to amend their petition in any or all of the manners established in Defendants' Special Exceptions, then Plaintiffs will be considered in contempt of court and subject to sanctions, up to and including dismissal of this case with prejudice.

SIGNED THIS _____ DAY OF _____ 2012.

THE HONORABLE JUDGE